



## Lee County Professional Service Change Order/Supplemental Task Authorization

Date 11/8/2021

Print Form

Change Order Agreement #: 02       Supplemental Task Authorization #: 02

A Change Order or Supplemental Task Authorization requires approval by the Department Director for expenditures under \$50,000 or approval by the County Manager for expenditures between \$50,000.01 and \$100,000 or approval by the Board of County Commissioners for expenditures over \$100,000

Primary Contact: Jason Yam, PE

Contract Name: Miscellaneous Professional Services  
Gateway Boulevard at Griffin Drive Intersection Control (Roundabout)

Project Name: \_\_\_\_\_

CONSULTANT: Cardno, Inc.      Project #: \_\_\_\_\_

Solicitation #: CN160311      Contract #: 7695


Lee County Project Manager: David Murphy, PE      Request Date: Nov 8, 2021

Fiscal Staff: Eileen Webster      Account #: \_\_\_\_\_

Upon the completion and execution of this Change Order or Supplemental task Authorization by both parties the CONSULTANT is authorized to and shall proceed with the following exhibits as applicable:

- CO-STA Exhibit A - SCOPE OF PROFESSIONAL SERVICE
- CO-STA Exhibit B - COMPENSATION & METHOD OF PAYMENT
- CO-STA Exhibit C - TIME & SCHEDULE OF PERFORMANCE
- CO-STA Exhibit D - CONSULTANTS ASSOCIATED SUB-CONSULTANTS/SUB-CONTRACTORS

It is understood and agreed that the acceptance of this modification by the CONSULTANT constitutes an accord and satisfaction.

  
Douglas Stoker, Assistant Vice President  
Consultant Signature (Print & Sign Name)

8 November 2021  
Date Signed

doug.stoker@cardno.com  
Contact E-mail Address

727-531-1535  
Contact Phone Number

**Lee County Board of County Commissioners - Procurement Management**  
2115 Second Street - 1st Floor - Fort Myers, FL 33901  
PO Box 398 - Fort Myers, FL 33902-0398  
Phone: (239) 533-8881



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Change Order Agreement #: 02  Supplemental Task Authorization #: 02

**Scope of Professional Services for:**

Gateway Boulevard at Griffin Drive Intersection Control (Roundabout)

**Section 1.00 Changes to Professional Services**

The 'Scope of Professional Services' as set forth in Exhibit 'A' of the Professional Services Agreement referred to hereinbefore is hereby supplemented, changed or authorized, so that the CONSULTANT shall provide and perform the following professional services, tasks, or work as a supplement to, change to, the scope of services previously agreed to and authorized.

Change order is to add Fountain Design and Post Design Services.  
Add Attached Task 6 and Task 18.

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## **Attachment 1 to Exhibit A**

### **I. OBJECTIVE**

The overall objective of this document is to describe the scope of work and responsibilities of the CONSULTANT for providing engineering services for the referenced project.

### **II. PROJECT DESCRIPTION**

The COUNTY has indicated a desire for a fountain feature in the center island of the Gateway Blvd and Griffin Dr roundabout. The roundabout has been recently constructed with a center island diameter of approximately 50 +/- feet. In this space, the COUNTY wishes to enhance the aesthetics of the area by providing a hardscape fountain feature. Under this scope of services, the CONSULTANT will provide project management and engineering services for such project.

### **III. SCOPE OF WORK**

The CONSULTANT shall assist the COUNTY with Project Management and Design Services that may cover a wide range of activities and consultant supported project delivery; including, but not limited to:

#### **Task 6 ROADWAY PLANS**

- CONSULTANT shall update existing roadway plans to incorporate the addition of the fountain

#### **Task 18 GATEWAY GRIFFIN DR ROUNDABOUT FOUNTAIN**

- **Project Management**

This task includes project meetings, administration and coordination during the design phase of the project. Meetings and general services which are included in this task are as follows:

1. Eight (8) Monthly CIP progress meetings, which can be attended virtually or in person. Prepare agenda and minutes for the meetings.
2. Two (2) miscellaneous impromptu meetings.
3. Two (2) field visits.
4. Provide project coordination with the COUNTY. This task includes general project management and other administrative services including but not limited to supervision, quality control, email correspondence, contract file set up and maintenance, phone conversations, invoices, etc.

- **Project Concept Phase**

1. Develop up to two (2) alternate concepts for the fountain and surrounding landscape. One fountain concept to be based on a scaled-down model of the Skyplex fountain. Prepare renderings for the two concepts.
2. Develop Order of Magnitude Opinion of Construction Costs for each option.
3. Submit renderings to the COUNTY for review in electronic pdf format. Adjust renderings per COUNTY comments.

## **Attachment 1 to Exhibit A**

4. Schedule and attend one Gateway Services District (GSD) board meeting and present renderings for public comment. Presentation / Renderings shall be in electronic format.
5. After GSD meeting, meet with COUNTY to discuss design direction. Develop response to public comments, if any, for distribution by COUNTY.

- **Project Design and Construction Plans**

1. CONSULTANT to provide landscaping, irrigation, structural, mechanical, hydraulic, waterproofing, electrical/controls, pump station and lighting design plans for the selected fountain option. Landscape and irrigation plans limited to the roundabout center circle area.
2. CONSULTANT to coordinate power and water service to the fountain.
3. Design plans to be coordinated with existing utilities shown on the constructed roadway plans and the roadway construction plans. No separate survey or SUE data is being obtained for this project.
4. CONSULTANT shall submit 60%, 100% and Final plans for COUNTY review and comment. Plans shall be submitted in 11x17 electronic (pdf) format.
5. Opinions of probable construction costs to be submitted with each phase submittal.

- **Project Permitting**

1. Pursue a SFWMD letter modification and water use permit if required.
2. Pursue a GSD plans approval.
3. Pursue Lee County Limited Development Order.
4. Building permits if required will be pursued by the contractor. COUNTY to pay all permit application fees.

- **Bidding Assistance**

1. COUNTY to provide front end bid documents and to coordinate the bidding process.
2. CONSULTANT to assemble bid package technical specifications and supply to COUNTY
3. CONSULTANT to attend and participate in pre-bid meeting. COUNTY to record meeting.
4. CONSULTANT to respond to bidder questions and prepare up to two (2) addendums and supply to COUNTY for distribution.
5. CONSULTANT to Evaluate bid tabulation results. COUNTY to review bidders' documents for compliance with COUNTY requirements.
6. CONSULTANT to provide bid award recommendation letter.

- **Post Design Services Phase**

Post design services are included in this scope of work and are anticipated as follows:

1. The CONSULTANT shall coordinate with the COUNTY to conduct a pre-construction conference.
2. The CONSULTANT shall attend construction progress meetings as requested by LEE COUNTY during the construction period. The COUNTY is to record the meeting activities and issue detailed minutes to all interested parties with consultant's input.
3. The CONSULTANT shall make periodic visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional, the progress and quality of the executed work of contractor(s) and to

## Attachment 1 to Exhibit A

determine if work is proceeding in substantial accordance with the contract documents. On the basis of such on-site observations as the COUNTY CONSULTANT, the CONSULTANT shall keep the COUNTY informed of the progress of the work and shall endeavor to notify the COUNTY of observed defects or deficiencies in the work or delays of the contractor.

- i. CONSULTANT shall, with COUNTY concurrence, have authority as the COUNTY'S representative, to require special inspection or testing of the work, and will receive and review certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (to determine that their content complies with the Contract Documents).
  - ii. This task assumes two (2) site visits per week at four (4) hours per visit, including travel time and preparation of observation report. These observations are required in order to prepare the agency certifications. If the COUNTY desires, additional site observations can be provided as additional services to the contract and added via Change Order.
  - iii. Written reports shall be submitted to the COUNTY within three (3) working days after each site visit which shall occur weekly during the active construction period by the consultant.
  - iv. The CONSULTANT shall not be responsible for construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the work and will not be responsible for the contractor's failure to carry out the work in accordance with the contract documents.
4. The CONSULTANT shall review, reject and/or approve shop drawings, which the contractor is required to submit, but only for conformance with the design concept of the project and compliance with the contract documents. Also determine the acceptability, subject to COUNTY approval, of substitute materials and equipment proposed by contractors. All this work will be scheduled, transmitted and received by the CONSULTANT with and through the COUNTY. This task assumes a maximum of ten (10) shop drawing reviews.
  5. The CONSULTANT shall respond to requests of the COUNTY for necessary clarifications and interpretations of the contract documents. The CONSULTANT shall act as initial interpreter of the requirements of the contract documents, and render evaluations of the acceptability of the work there under. This task assumes a maximum of five (5) requests for additional information (RFI) and associated plan revisions (if required).
  6. Pay Request Concurrence is not in this scope of services as it is anticipated to be provided by the COUNTY.
  7. Prepare and submit certification of completions to SFWMD, GSD and LCDO in accordance with the project's permits. Assumes that each agency permit will be certified separately in one phase. If multiple/partial certifications are required, the additional certifications are considered as additional services and added via Change Order.
  8. The CONSULTANT shall conduct final inspection(s) with the COUNTY to verify that the "punch list" items are satisfactorily completed, and if appropriate, issue a certificate of completion which recommends final payment.

## **Attachment 1 to Exhibit A**

9. The CONSULTANT shall receive and review for completeness as-built information from the contractor and submit a complete set of reproducible record drawings. Note record drawings are based upon the contractor supplying checked and accurate information. The CONSULTANT shall perform the record drawings one time. If multiple efforts are required to obtain, review and produce the record drawings, they will be considered as additional services and added via Change Order. A copy of the complete record drawings shall be submitted as PDF files.



Print Form

Change Order Agreement #: 02       Supplemental Task Authorization #: 02

**Compensation and Method of Payment for:**

Gateway Boulevard at Griffin Drive Intersection Control (Roundabout)

**Section 1.00 Changes in Compensation**

The compensation the CONSULTANT shall be entitled to receive for providing and performing the supplemented or changed services, tasks, or work as set forth and enumerated in the Scope of Services set forth in this CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit 'CO/STA-A', attached hereto shall be as follows:

**NOTE:** A Lump Sum (LS) or Not-to-Exceed (NTE) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or subtask described and authorized in Exhibit 'CO/STA-A'.

Task Number	Task Name	LS or NTE	Compensation in Agreement or STA	Change Order Only		Total Compensation per Task
				Adjustment(s) by all previous CO(s)	Adjustment(s) due to this CO	
1	Public Involvement	NTE	0	0	0	0
2	Engineering & Land Surveys	NTE	29978	0	0	29978
3	Geotechnical Services	NTE	6281	0	0	6281
4	Environmental Inventory and Impact Summary	NTE	3360	0	0	3360
5	Traffic Data	NTE	1770	0	0	1770
6	Roadway and Bridge Plans	NTE	96215	0	10000	106215
7	Utility Coordination	NTE	3784	0	0	3784
8	Right-of-Way Plans	NTE	0	0	0	0
9	Signalization-Street Lighting Plan	NTE	13743	0	0	13743
10	Signing and Marking Plan	NTE	12303	0	0	12303
11	Permits	NTE	1344	0	0	1344
12	Final Bidding and Contract Docs	NTE	4296	0	0	4296
13	Advisory Services During Bidding	NTE	0	0	0	0
<b>Project Total:</b>			173074	0	10000	183074

Total amount authorized by this CO or STA: \_\_\_\_\_

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**Compensation and Method of Payment for:**

Gateway Boulevard at Griffin Drive Intersection Control (Roundabout)

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Task Number	Task Name	LS or NTE	Compensation in Agreement or STA	Change Order Only		Total Compensation per Task
				Adjustment(s) by all previous CO(s)	Adjustment(s) due to this CO	
1-13	See page 1	NTE	173074	0	10000	183074
14	Construct Contract Admin & Inspt	NTE	0	0	0	0
15	Miscellaneous Services	NTE	10326	0	0	10326
16	Environmental Inventory and		0	0	0	0
	Impact Summary	NTE	4287	0	0	4287
17	Traffic Data	NTE	0	0	0	0
18	Fountain Design			0	139180	139180
	Reimbursable Exp - FM Cardno	NTE	0	0	4642	4642
<b>Project Total:</b>			<u>187687</u>	<u>0</u>	<u>153822</u>	<u>341509</u>

Total amount authorized by this CO or STA: 153,822

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**CONSULTANT'S Personnel Hourly Rate Schedule for:**

Gateway Boulevard at Griffin Drive Intersection Control (Roundabout)

CONSULTANT or Sub-Consultant Name: Cardno, Inc.

(A separate Attachment #1 should be included for each Sub-Consultant)

1. Project Position or Classification (Function to be Performed)	2. Hourly Rate to be Charged
No change from PSA	

Reimbursable Item	Cost	Reimbursable Item	Cost

**Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).**  
Administrative Services Fees - Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables, etc. not covered under the costs and/or changes established in the Agreement



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**CONSULTANT'S Personnel Hourly Rate Schedule for:**

Gateway Boulevard at Griffin Drive Intersection Control (Roundabout)

CONSULTANT or Sub-Consultant Name: URBAN GREEN STUDIO, PLLC

(A separate Attachment #1 should be included for each Sub-Consultant)

1. Project Position or Classification (Function to be Performed)	2. Hourly Rate to be Charged
Land Arch	125.00
Des Assoc	85.00
ACAD Tech	75.00
Admin	55.00
Irrig	95.00

Reimbursable Item	Cost	Reimbursable Item	Cost

**Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).**

Administrative Services Fees - Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables, etc. not covered under the costs and/or changes established in the Agreement

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**CONSULTANT'S Personnel Hourly Rate Schedule for:**

Gateway Boulevard at Griffin Drive Intersection Control (Roundabout)

CONSULTANT or Sub-Consultant Name: Freeport Fountains, LLC

(A separate Attachment #1 should be included for each Sub-Consultant)

1. Project Position or Classification (Function to be Performed)	2. Hourly Rate to be Charged
Principal	275.00
Professional Engineer	215.00
ACAD Tech	102.50
Admin	50.00

Reimbursable Item	Cost	Reimbursable Item	Cost
See attachment 2			

**Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).**

Administrative Services Fees - Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables, etc. not covered under the costs and/or changes established in the Agreement

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ATTACHMENT NO. 2 TO EXHIBIT B

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

CN160311 - GATEWAYBOULEVARDATGRIFFINDRIVEINTERSECTIONCONTROL(ROUNDABOUT)

**FREEPORT FOUNTAINS, LLC**

(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.55/Mile (Or Current IRS Rate)
Vehicle Rental/Gas	Actual Cost
Tolls:	Actual Cost
Lodging (Per Person)	Actual Cost
Meals: Breakfast	\$13.00
Lunch	\$15.00
Dinner	\$26.00
In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
<b>NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).</b>	
Administrative Services Fee -Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, etc. not covered under the costs and/or changes established in the Agreement. No fees or mark-ups shall be authorized for reimbursable expenses.	

NOTE: N.T.E. indicates Not-To-Exceed

CMO:033  
01/01/2010



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**Time & Schedule of Performance for:**

Gateway Boulevard at Griffin Drive Intersection Control (Roundabout)

**Section 1.00 Changes for this Change Order or Supplemental Task Authorization Agreement**

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks or work set forth in this Change Order of Supplemental Task Authorization Agreement, Exhibit 'CO/STA-A', entitled 'Scope of Professional Services' attached hereto is as follows:

Task Number as Indicated in Exhibit A	Name/Title of Task	Previously Approved Number of Days per Task (CO Only)	Increase in Number of Calendar Days per Task (CO Only)	Cumulative Number of Calendar Days for Completion from Date of Notice to Proceed per Task (CO & STA)
1	Public Involvement	0	0	0
2	Engineering & Land Surveys	270	0	720
3	Geotechnical Services	270	0	720
4	Environmental Inventory & Impact Su	270	0	720
5	Traffic Data	270	0	720
6	Roadway and Bridge Plans	270	270	1200
7	Utility Coordination	270	0	720
8	Right-of-Way Plans	0	0	0
9	Signalization and Street Lighting Plans	270	0	720
10	Signing and Marking Plans	270	0	720
11	Permits	270	0	720
12	Final Bidding and Contract Documents	270	0	720
13	Advisory Services During Bidding	0	0	0

"This STA/Change Order shall remain in effect until one (1) year after construction is complete."

Total Number of Calendar Days for Completion of Project from Notice to Proceed:	1200
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**Time & Schedule of Performance for:**

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**Section 1.00 Changes for this Change Order or Supplemental Task Authorization Agreement**

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks or work set forth in this Change Order of Supplemental Task Authorization Agreement, Exhibit 'CO/STA-A', entitled 'Scope of Professional Services' attached hereto is as follows:

Task Number as Indicated in Exhibit A	Name/Title of Task	Previously Approved Number of Days per Task (CO Only)	Increase in Number of Calendar Days per Task (CO Only)	Cumulative Number of Calendar Days for Completion from Date of Notice to Proceed per Task (CO & STA)
14	Construction Contract Admin & Inspe	0	0	0
15	Miscellaneous Services	270	365	720
16	Watershed Studies & Stormwater Impr	0	0	0
	Improvements	270	0	720
17	Ground Water Monitoring	0	0	0
18	Fountain Design	0	1200	1200

"This STA/Change Order shall remain in effect until one (1) year after consturction is complete."

Total Number of Calendar Days for Completion of Project from Notice to Proceed: 1200



CONSULTANT'S Associated Sub-Consultant(s)/Subcontractor(s)

Print Form

Change Order Agreement #: 02 Supplemental Task Authorization #: 02

CONSULTANT'S Associated Sub-Consultant(s) and Subcontractor(s) for:

Gateway Boulevard at Griffin Drive Intersection Control (Roundabout)

CONSULTANT intends to engage the following sub-consultant(s) and/or sub-contractor(s) to assist the CONSULTANT in providing and performing the services, tasks, or work required under this Change Order, or Supplemental Task Authorization Agreement.

If none, enter the word 'none' in the space below.

Table with 3 columns: Service/Work to be Provided/Performed, Name & Address of Individual or Firm, Disadvantaged, Minority or Women Business Enterprise. Rows include Landscape Architecture (Urban Green Studio) and Fountain (Freeport Fountains).

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