



Lee County Professional Service
Change Order/Supplemental Task Authorization

Date 3/13/2024

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Change Order Agreement #: _____ Supplemental Task Authorization #: 5

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: Steve Nappi, PE

Contract Name: Miscellaneous Professional Services

Project Name: **San Carlos Canal Cleaning**

CONSULTANT: Hardesty & Hanover Project #: 200648

Solicitation #: CN200224JJB Contract #: 9234

Lee County Project Manager: Phil Gillogly Request Date: 3/12/2024

Fiscal Staff: Marie Thevenin Account #: 20064830100

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.

STEPHAN HEIMBURG
Consultant Signature (Print & Sign Name)

3/13/24
Date Signed

snappi@hardestyhanover.com
Contact E-mail Address

239-229-5853
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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Scope of Professional Services for:

San Carlos Canal Cleaning

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.

CONSULTANT shall perform scope of services as defined on Attachment 1 to Exhibit A.

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

ATTACHMENT 1 TO EXHIBIT A

**CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES
FOR**

PROJECT DESCRIPTION:

CDBG FUNDED SAN CARLOS CANAL CLEANING PROJECT

FINANCIAL PROJECT ID(s):

XXXXXX-X-XX-XX

FEDERAL PROJECT NO.:

XXXXX XXX X

ATTACHMENT 1 - SCOPE OF SERVICES

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed below.

Lee County

CDBG FUNDED SAN CARLOS CANAL CLEANING PROJECT

Task 1A – Procurement/Pre-Construction Task:

1. Schedule and conduct a pre-service meeting with County staff. This meeting will be used to clarify the consultant's role on the project, establish expectations, and allow clarification on County administrative policies, procedures, and preferences. H&H will prepare the agenda and document the meeting with minutes which will be sent to attendees.
2. Review available contract documents.
3. Set-up and maintain a Microsoft Teams SharePoint site to allow access to project files which will include shop drawings and submittals. The County may elect to not utilize the SharePoint if file sizes allow email transfer.
4. Establish a shop drawing/submittal tracking spreadsheet. Spreadsheet is to include sections for Requests for Information (RFIs), Requests for Modifications (RFMs), and Requests for Corrections in accordance with FDOT's Construction Project Administrator's Manual (CPAM).
5. Provide initial/cursory reviews of shop drawings/submittals. The design engineer (EOR) and Lee County DOT will review product shop drawings/submittals. H&H will coordinate the review between the CEI, County and EOR. Response to shop drawings/submittals shall be within seven (7) calendar days from the receipt of the electronic submission. Approvals and rejections shall be submitted in writing, electronically. If a submittal is rejected, the reasons for the rejection shall be clearly noted. H&H shall also ensure that documents of compliance with Buy America requirements is obtained from the Contractor prior to the approval of the submittal when required.
6. Review the baseline schedule submitted by the Contractor for:
 - a. Completion within contract time
 - b. Appropriate durations utilizing published production rates,
 - c. Correct logic, sequencing of activities in conjunction with MOT phasing

- d. Appropriate milestones
 - e. Adequate breakdown of activities
 - f. and critical activities.
- g. Review resubmitted shop drawing/submittals as necessary and distribute accepted/approved documents to all stakeholders.
- h. Schedule and conduct the pre-construction meeting with project stake holders. H&H will prepare the agenda and document the meeting with minutes which will be sent to attendees.

Task 1B –Construction Task:

1. Conduct regular progress meetings—Progress meetings during the construction phase are anticipated to take place weekly. At the County’s discretion, progress meeting schedule may be amended. H&H will be responsible for scheduling and conducting the meetings, providing an agenda and documenting the meeting in the form of meeting minutes and sign-in sheet. A representative from the County, the Contractor, and H&H shall be present at all progress meetings.
2. Prepare for and attend any FDOT or FHWA inspections or audits.
3. Prepare and distribute an Emergency Contact List for both CEI and Contractor staff to Lee County DOT to be distributed to the Lee County Fire Department and Lee County Police Department.
4. Maintain project records and respond to public inquiries and complaints. Distribute copies of correspondence to the County and other project stakeholders as applicable.
5. Review schedule updates submitted by the Contractor for:
 - a. Completion within contract time
 - b. Accuracy of actual begin/completion as-built dates
 - c. Unacceptable logic changes
 - d. Changes to the critical path
 - e. Changes in float
6. Identify and track weather and holiday delays and any schedule impacts.
7. Record and respond to RFIs, RFCs, and RFMs from the Contractor during construction and provide recommendations for resolution. Coordinate with the Engineer of Record as appropriate. All RFIs shall be responded in writing within seven (7) calendar days of receipt of electronic submission; however, H&H will

expedite this process to the maximum extent practical especially when the RFI pertains to a critical task item. All responses shall be submitted electronically.

8. Monitor Contractor's quality control program to assure proper documentation and testing of materials is occurring as defined in the contract documents. See Section 105 of FDOT's Standard Specifications. Prepare a Final Materials and Tests Certification to be submitted to the County with the Final Records.
9. Track field changes to the plans and/or revisions and obtain approval by the County. Changes to the plans will be documented on the final As-Builts and provided to the County at project closeout.
10. Providing an engineer's summary letter on a monthly basis and inclusion of all daily reports during the month. The summary letter shall include basic project information such as elapsed time, percentage complete based on time and money spent, current amount earned (by the Contractor) and the general construction activity summary over the past month.
11. Manage project permits including submitting construction commencement notifications and certifications when required.
12. Perform periodic field visits by the project manager as needed to resolve RFIs from the Contractor or other project issues.
13. Facilitate the review of shop drawings. The design engineer (EOR) will review product shop drawings and submittals. H&H shall coordinate the review between the CEI, County and EOR. Response to shop drawing and submittals shall be as specified within the contract documents. Approvals and rejections shall be submitted in writing, electronically. If a submittal is rejected, the reasons for the rejection shall be clearly noted. H&H shall also ensure that documents of compliance with Buy America requirements is obtained from the Contractor prior to the approval of the submittal when required.
14. Maintain submittal log, RFI, RFM and RFC log.
15. Review Change Order Requests supplied by the Contractor and recommendation of approval or rejection to the County. H&H shall sign all approved Change Orders and will facilitate approval of all Change Orders by the County's representative.
16. Review applications for payment from the Contractor. H&H shall respond in writing regarding any deficiencies preventing a pay application from being deemed complete or accurate within seven (7) calendar days of receipt of the signed pay application from the Contractor. H&H shall gather the required documents (density reports, schedule updates, material delivery tickets, lien releases, etc.) from the Contractor. Once all information has been obtained and all

quantities have been verified, H&H shall sign the application recommending payment and submit to the County.

17.H&H will perform duties as required to comply with the CDBG funding source.

18.Provide effective and qualified inspectors to perform construction inspection.

19. Material testing is not anticipated under this contract. Obtain and review certifications of material submitted by the Contractor.

20.Observe, measure, and record all quantities for payment.

21.Prepare accurate daily reports of construction, material reports, and logbooks to document the project progress according to the contract requirements. Records shall be kept on allowable FDOT formats.

22.Daily reports shall include the following information:

- a. Record of the contractors on site
- b. Their personnel (number and classification)
- c. Equipment (number, type/size)
- d. Location and work performed by each contractor
- e. Orders given to contractor
- f. Notable events
- g. Accidents
- h. Weather and temperature
- i. Days charged
- j. Equipment arriving or leaving, idle equipment
- k. Other relevant details

23.Monitor MOT daily, at a minimum, and notify contractor of deficiencies immediately. Document project traffic control on FDOT approved forms and distribute as required.

24.Monitor site for general safety, pedestrian and public access through the site and ADA requirements.

25.Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field.

26.Attend walkthroughs for Substantial and Final Completions and generate and track a punch-list of outstanding items to be resolved.

27.H&H will furnish the services necessary to administer and coordinate CDBG funding tasks and to adhere to current Lee County, Florida Department of Transportation, and Federal requirements. These tasks shall include the following, but are not limited to:

- a) EEO Administration
- b) Record keeping and contract status reporting
- c) Notify County prior to withholding any monthly payments
- d) Complete monthly wage verification interviews, truck driver interviews and EEO project bulletin board inspection
- e) Review Contractor monthly reports (compliance with contract plans, EEO compliance, previous disbursement to subs)
- f) Review and approve certified payrolls for the prime contractor and subcontractors on a weekly basis. Notify Contractor of late payrolls.

Task 1C -Post-Construction Task:

1. Upon satisfactory completion of the project, submit written certification of compliance to the County.
2. Process final estimate, provide all records, and submit all closeout forms.
3. Process permit closeout documentation if applicable.
4. Prepare final warranty documentation for the County's records and tracking.
5. Issue Certificate of Completion documents signed and sealed by a Florida Licensed Professional Engineer.
6. Provide signed and sealed as-built drawings to the County.

END OF ATTACHMENT A

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Compensation and Method of Payment for:

San Carlos Canal Cleaning

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	CEI	NTE	\$133,433.19			\$133,433.19
Project Total:			\$133,433.19			\$133,433.19

Total amount authorized by this CO or STA: \$133,433.19

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CONSULTANT'S Personnel Hourly Rate Schedule for:

San Carlos Canal Cleaning

CONSULTANT or Sub-Consultant Name: Hardesty & Hanover

(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
Senior Project Engineer	\$226.80
Project Administrator	\$137.10
Senior Inspector	\$80.31
Contract Support Specialist	\$90.81

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:

San Carlos Canal Cleaning

CONSULTANT or Sub-Consultant Name: Covalt Group, 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
Resident Compliance Specialist	\$84.83

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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Time & Schedule of Performance for:

San Carlos Canal Cleaning

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	CEI			365
	This contract 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: 365

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

San Carlos Canal Cleaning

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.

Service/Work to be Provided/Performed	Name & Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise
Resident Compliance	Sabrina Covalt, Covalt Group, 653 Hunters Run Blvd Lakeland, FL 33809	Disadvantaged <input checked="" type="checkbox"/>
		Type
		Type
		Type
		Type
		Type
		Type



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Foreign Limited Liability Company
HARDESTY & HANOVER, LLC

Filing Information

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Event Date Filed	02/15/2021
Event Effective Date	NONE

Principal Address

1501 BROADWAY, 6th FLOOR
NEW YORK, NY 10036

Changed: 03/08/2016

Mailing Address

1501 BROADWAY, 6th FLOOR
NEW YORK, NY 10036

Changed: 03/08/2016

Registered Agent Name & Address

Sileno, Michael
3250 W COMMERCIAL BLVD
STE 348
FT LAUDERDALE, FL 33309

Name Changed: 03/09/2018

Address Changed: 02/15/2021

Authorized Person(s) Detail

Name & Address

Title Managing Member

SKELTON, PAUL M
1501 BROADWAY, 6th FLOOR
NEW YORK, NY 10036

Title Managing Member

BLUNI, SEAN A
1501 BROADWAY, 6th FLOOR
NEW YORK, NY 10036

Title Managing Member

Schetelich, Glen E
5 Marine View Plaza
503
Hoboken, NJ 07030

Title Managing Member

Griesing, Keith R
1501 BROADWAY, 6th FLOOR
NEW YORK, NY 10036

Title CHIEF ARCHITECT

DELLE DONNE, DREW MICHAEL
1501 BROADWAY
SUITE 601
NEW YORK, NY 10036

Title Managing Member

Sileno, Michael J.
3250 W. Commercial Blvd.
Suite 348
Ft. Lauderdale, FL 33309

Title Managing Member

Heimburg, Stephan
5110 Eisenhower Blvd.
Suite 310
Tampa, FL 33634

Annual Reports

Report Year	Filed Date
2022	01/03/2022
2023	01/06/2023
2024	01/05/2024

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