

Date May 15, 2024[Print Form](#) Change Order Agreement #: _____ Supplemental Task Authorization #: ~~22~~ 23

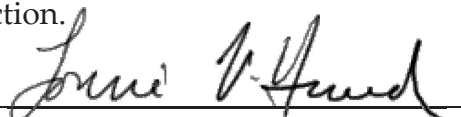
A Change Order or Supplemental Task Authorization requires approval by the Department Director for expenditures under \$50,000 or approval by the County Manager for expenditures between \$50,000.01 and \$100,000 or approval by the Board of County Commissioners for expenditures over \$100,000

Primary Contact: Ryan K. Bell, P.E., PTOEContract Name: Miscellaneous Professional ServicesProject Name: Estero Boulevard Lighting and Sidewalk Improvements CEI ServicesCONSULTANT: Johnson Engineering, Inc. Project #: _____Solicitation #: CN200224JJB Contract #: 8855Lee County Project Manager: David M. Murphy, P.E. Request Date: May 15, 2024Fiscal 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.

Lonnie V. Howard 

Consultant Signature (Print & Sign Name)

03JUL2024

Date Signed

lvh@johnsoneng.com

Contact E-mail Address

(239) 334-0046

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

[Print Form](#)

Change Order Agreement #: _____ Supplemental Task Authorization #: ~~22~~ 23

Scope of Professional Services for:

Estero Boulevard Lighting and Sidewalk Improvements CEI Services

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.

See Attachment 1 to Exhibit A for scope of services.

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

SCOPE OF SERVICES

TASK 1.00 CONSTRUCTION ENGINEERING AND INSPECTION

1.01 PURPOSE

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

1.02 SCOPE

The CONSULTANT shall be responsible for providing services as defined in this scope of services, the referenced Florida Department of Transportation (FDOT) manuals, and procedures. The Project for which the services are required is:

Description: Estero Boulevard Lighting and Sidewalk Improvements CEI Services
County: Lee

The CONSULTANT shall exercise prudent professional judgment in performing their obligations and responsibilities under this Agreement. The CONSULTANT shall keep the COUNTY's Project Manager informed of relevant Project issues including all those that may result in a change in cost or time to the Construction Contract. The COUNTY's Project Manager shall be the final decision maker on such issues.

Services provided by the CONSULTANT shall comply with FDOT manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the COUNTY. Such FDOT manuals, procedures, and memorandums are found at the State Construction Office's website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the COUNTY and the Contractor either directly or indirectly.

The CONSULTANT must perform to the satisfaction of the COUNTY representatives for consideration of additional CEI services.

1.03 LENGTH OF SERVICE

The CONSULTANT's services for the Construction Contract shall begin upon written Notice to Proceed issued by the COUNTY and extend 30 days after the completion of construction, final payment application or final agency certification, whichever occurs later. The Agreement shall remain in full force and effect until one (1) year after construction or final agency certification, whichever occurs later.

The CONSULTANT's Senior Project Administrator will track the execution of the Construction Contract such that the CONSULTANT is given timely authorization to begin work. While no personnel shall be assigned until written notification by the COUNTY has been issued, the

CONSULTANT shall be ready to assign personnel within two weeks of notification. For the duration of the Project, the CONSULTANT shall coordinate closely with the COUNTY and Contractor to minimize rescheduling of CONSULTANT activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the CONSULTANT will be allowed an accumulation of thirty (30) calendar days to perform preliminary administrative services prior to the issuance of the Contractor’s Notice to Proceed and thirty (30) calendar days to demobilize after final acceptance of the Project construction.

The anticipated letting schedules and construction times for the Project are tabulated below:

Construction Contract Estimate			
Lee County	Letting Date (Mo/Day/Yr)	Start Date (Mo/Day/Yr)	Duration (Days)
Capital Improvement Project 15-0094-5	5/24/2024	8/5/2024	486

1.04 DEFINITIONS

- (1) COUNTY Program Manager: The administrative head of the COUNTY construction Project.
- (2) Operations Engineer: The engineer assigned to a particular county or area to administer construction and maintenance contracts for the COUNTY.
- (3) Construction Project Manager: The COUNTY employee assigned to manage the CEI contract and represent the COUNTY during the performance of the services covered under this Agreement.
- (4) COUNTY Contracts Administrator: The administrative head of the Lee County Procurement Management Department.
- (5) Public Information Office: The COUNTY’s office assigned to manage the public information program.
- (6) Engineer of Record: The engineer noted on the construction plans as the responsible person for the design and preparation of the plans.
- (7) CONSULTANT: The consulting firm under contract to the COUNTY for administration of CEI services.
- (8) Agreement: The professional services Agreement between the COUNTY and the CONSULTANT setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- (9) CONSULTANT Senior Project Administrator: The engineer assigned by the CONSULTANT to be in charge of providing Construction Contract administration for one or more construction Projects. This person may supervise other CONSULTANT employees and act as the lead engineer for the CONSULTANT.

- (10) CONSULTANT Project Administrator: The employee assigned by the CONSULTANT to be in charge of providing Construction Contract administration services for one or more construction Projects.
- (11) Contractor: The individual, firm, or company contracting with the COUNTY for performance of work or furnishing of materials.
- (12) Construction Contract: The written Agreement between the COUNTY and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- (13) Construction Training/Qualification Program (CTQP): The FDOT program for training and qualifying technicians in aggregates, concrete, earthwork, and asphalt. The University of Florida Transportation Research Center (TRC) administers this program. Program information is available at CTQP website.

1.05 ITEMS TO BE FURNISHED BY THE COUNTY TO CONSULTANT

- (1) The COUNTY, on an as needed basis, will furnish the following Construction Contract documents for the Project. These documents may be provided in either paper or electronic format.
 - (a) Construction plans
 - (b) Special provisions
 - (c) Copy of the executed Construction Contract
 - (d) Utility agency's approved material list (if applicable)
 - (e) Utility agency's Utility Work Schedules (UWS)
 - (f) Copy of any Permits

1.06 ITEMS FURNISHED BY THE CONSULTANT

County Documents

All applicable COUNTY documents referenced herein shall be a condition of this Agreement. All COUNTY documents, directives, procedures, and standard forms are available through the COUNTY's Internet website.

Field Office - N/A

Vehicles

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

Field Equipment

The CONSULTANT shall supply, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-

expendable items, which are normally needed for a CEI Project and are essential in order to carry out the work under this Agreement.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the CONSULTANT and shall be removed at completion of the work.

The CONSULTANT's handling of nuclear density gauges shall be in compliance with their license.

The CONSULTANT shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

Licensing for Equipment Operations

The CONSULTANT shall be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The CONSULTANT shall make the license and supporting documents available to the COUNTY for verification, upon request.

Radioactive materials licensed for use of surface moisture density gauges shall be obtained through the State of Florida Department of Health.

1.07 LIAISON

The CONSULTANT shall keep the Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement and seek input from the Construction Project Manager in order for the Construction Project Manager to oversee the CONSULTANT's performance.

Agreement administrative duties relating to invoice approval requests, personnel approval requests, user ID requests, time extension requests, and supplemental amendment requests shall be reviewed and approved by the Construction Project Manager.

1.08 PERFORMANCE OF THE CONSULTANT

During the term of this Agreement and all supplements thereof, the COUNTY will review various phases of CONSULTANT operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. The CONSULTANT shall cooperate and assist COUNTY representatives in conducting the reviews. If deficiencies are indicated, the CONSULTANT shall implement remedial action immediately upon the approval of the COUNTY Construction Project Manager. COUNTY recommendations and CONSULTANT responses/actions are to be properly documented by the CONSULTANT Senior Project Administrator. No additional compensation shall be allowed for remedial action taken by the CONSULTANT to correct deficiencies. Remedial actions and required response times may include, but are not necessarily limited to, the following:

- (1) Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.

- (2) Replace personnel whose performance has been determined by the COUNTY to be inadequate. Personnel whose performance has been determined to be unsatisfactory shall be removed immediately.
- (3) Immediately increase the frequency of monitoring and inspection activities in phases of work that are the CONSULTANT's responsibility.
- (4) Increase the scope and frequency of training of the CONSULTANT personnel.

1.09 REQUIREMENTS

General

It shall be the responsibility of the CONSULTANT to monitor and inspect the Construction Contract to determine whether the Project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

The CONSULTANT shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the COUNTY, and direct the Contractor to correct such observed discrepancies.

The CONSULTANT shall advise the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action recommended to be performed by the Contractor. Work provided by the CONSULTANT shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

Survey Control - N/A

On-Site Inspection

The CONSULTANT shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the Projects are constructed in reasonable conformity with such documents. Inspection of off-site activities and fabrication is not provided under this contract. The CONSULTANT shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

The CONSULTANT shall be responsible for monitoring Contractor's work zone traffic control plan and review of modifications to the work zone traffic control plan, including alternate work zone traffic control plan, in accordance with the COUNTY's procedures. The CONSULTANT employees performing such services shall be qualified in accordance with the FDOT requirements.

Sampling and Testing

The CONSULTANT shall perform and/or coordinate sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies shall be determined in conjunction with and approved by the COUNTY.

The COUNTY will perform inspection and sampling of materials and components at locations remote from the vicinity of the Project and the COUNTY will perform testing of materials normally done in a laboratory remote from the Project site.

The CONSULTANT shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, etc.

The COUNTY reserves the right to monitor the effectiveness of the CONSULTANT's testing procedures through surveillance and obtaining and testing independent assurance samples.

Sampling, testing and laboratory methods shall be as required by the FDOT's standard specifications, supplemental specifications or as modified by the special provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the CONSULTANT shall be submitted to responsible parties during the same week that the construction work is done.

The CONSULTANT shall be responsible for coordinating the transportation of samples to be tested in a laboratory to the appropriate laboratory or appropriate local facility as directed by the COUNTY.

Inspection Services

The CONSULTANT shall provide personnel and services to monitor the Contractor's on-site construction operations.

The CONSULTANT shall maintain complete and accurate records of construction activities and events relating to the Project, properly document all substantial changes to the Project, provide minor interpretations of the plans, specifications and contract provisions, make recommendations to the COUNTY Project Manager to resolve disputes which arise in relation to the construction contract and maintain an adequate level of surveillance of the Contractor's activities. All documentation will be in accordance with standard COUNTY procedures, formats and content.

Inspection services shall include the following:

- (1) Maintain a complete and accurate record of all activities, events and deficiencies, including but not limited to manpower, equipment, sub-contractors, accidents, weather and other significant data and events, relating to the Project and a record of all work completed by the Contractor, including quantities of pay items. The CONSULTANT shall immediately report apparent significant changes in quantity, time or cost as they are noted. The CONSULTANT shall maintain a log of Daily Reports which shall outline all activity on the Project each day. All emergencies shall be reported immediately to the COUNTY's Project Manager.
- (2) Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.
- (3) Maintain records of all sampling and testing performed and analyze such records required to ascertain acceptability of materials and completed work items.
- (4) Once each month prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used as the basis for confirming the quantities included in the Contractor's Monthly Progress Estimate.

- (5) Provide the Contractor minor interpretations of the plans, specifications and contract provisions. The CONSULTANT shall consult with the COUNTY if an interpretation involves complex issues or may have an impact on the cost and schedule of performing the work or has apparent impact on the design intent.
- (6) Assist the COUNTY in analyzing problems that arise on the Project and/or proposals submitted by the Contractor.
- (7) Assist the COUNTY in analyzing changes to the plans, specifications or contract provisions and extra work which appears to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is clearly not within the scope of the original contract.
- (8) In the event the Contractor gives notice, either written or verbal, that he deems certain work being performed by him to be beyond the scope of the construction contract and he intends to claim for additional time or compensation, maintain accurate records of the costs involved in such work. These records shall include manpower and equipment hours and materials installed (temporary or permanent) in the portion of the work in dispute.
- (9) In the event the Contractor submits a claim for additional compensation or time, the CONSULTANT shall assist the COUNTY in analyzing the submittal in regards to validity and reasonableness of charges and actual schedule impact on controlling work items. The CONSULTANT shall assist in negotiations leading to recommendations for settlement of the claim. Maintain complete, accurate cost account and other records of work involved in claims.
- (10) Monitor the construction contract to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the Contractor of any violations or potential violations and request his immediate resolution of the problem. Violations must be reported to the COUNTY Project Manager immediately. The COUNTY will provide to the CONSULTANT a copy of each permit within the Project limits.
- (11) The CONSULTANT shall record the progress of work on a regular basis by taking digital photographs. Photographic documentation of noteworthy incidents or events shall also be made. These may include: Pre-Construction Photographs, Exceptional Progress of Work, Accidents Showing Damage, Unsafe Working Conditions, Unusual Construction Techniques, Damaged Equipment or Materials and any Activities Which May Result in Claims.

Project photographs shall be maintained throughout the duration of the Project and shall be made available to the COUNTY's Project Manager on request. At the completion of the Project, the CONSULTANT shall provide all of the Project photographs to the COUNTY in digital format.

- (12) The CONSULTANT shall review and make recommendations on the Contractor's Monthly Pay Applications, Proposal Requests (PR) and Contingency Transfer Requests.
- (13) The Contractor shall be responsible for quality control (QC) testing per the contract documents. The CONSULTANT shall monitor and observe the Contractor's QC testing procedures to the extent necessary to verify the proper tests, and frequency of tests, are being performed in reasonable conformance with the contract documents. The CONSULTANT shall provide periodic verification testing (VT) services at their

discretion. The CONSULTANT shall coordinate any necessary laboratory verification testing services with the approved laboratory.

- (14) The Contractor shall be responsible for Maintenance of Traffic and provide a Traffic Control Plan (TCP) signed and sealed by a Professional Engineer licensed in the State of Florida for each phase of construction. The CONSULTANT shall review TCP's provided by the Contractor for apparent logic in sequencing and general conformance with the contract documents. The CONSULTANT shall provide periodic inspection of MOT devices during construction and notify the Contractor of noted deficiencies. The intent of such inspections is only to determine if the MOT is provided in reasonable conformance with the approved TCP. The Contractor is fully responsible for proper design, implementation and maintenance of the MOT.
- (15) The CONSULTANT shall document associated verification testing and Project photographs in GIS format. At the completion of the Project, the CONSULTANT shall compile all inspection and testing documentation and GIS files and provide to the COUNTY in digital format.
- (16) The CONSULTANT shall provide assistance to the County's Public Information Consultant as required to respond to inquiries from the public, public officials, and the news media. The CONSULTANT shall participate in public information meetings prior to and during construction as needed.

Geotechnical Engineering

The CONSULTANT shall observe the progress and quality of foundation work to determine that the foundations are constructed at the correct location and elevation, identify discrepancies, submit monthly progress reports to the COUNTY Project Manager, and notify the Contractor of such observed discrepancies. The CONSULTANT shall attend the preconstruction conference and/or special geotechnical meeting for the Construction Contract. All services under this section will be performed in accordance to FDOT specification section 455.

The CONSULTANT shall provide the following services with the assistance of a qualified inspector who has completed the FDOT drilled shaft/pile driving qualification courses:

- (1) Drilled Shafts
 - (a) Review the drilled shaft installation plan submitted by the Contractor for materials, methods, equipment, etc., and provides recommendations to the COUNTY within five (5) working days of the Contractor's submission.
 - (b) Observe installation of test methods shaft(s) such that it is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. The CONSULTANT shall report on the adequacy of the Contractor's methods and propose any changes to the Contractor within one week of completion of the test methods shaft(s) construction.
 - (c) Observe construction of test shafts and production shafts. This includes review of testing of drilling slurry, core drilling and core logs, and other procedures as required.
 - (d) Inspect the bottom of the shafts for cleanliness using manual soundings.

- (e) Provide all necessary forms and keep a log of all inspections made of the shafts. These logs made during the shaft inspections shall be turned over to the COUNTY within five (5) days after completion of any shaft. Logs shall be signed and sealed by the geotechnical engineer.
- (f) Provide, to the COUNTY Project Manager, a written report of all test shaft installations within five (5) days of shaft completion.
- (g) When conditions occur which are different from those indicated on the plans, the geotechnical engineer shall adjustments to the authorized depths as necessary to obtain the shaft capacity to the COUNTY Project Manager for approval.
- (h) Perform pile integrity testing as required to verify shaft uniformity and to detect shaft defects.

Utility Coordination

The CONSULTANT shall assist in the coordination of utility activities. The Contractor shall be responsible for the day-to-day coordination necessary to schedule and affect utility relocations necessary for the timely progression of the construction activities. The CONSULTANT shall assist in identifying and pursuing resolution of utility conflicts; however, the utility agency owner (UAO) is ultimately responsible for such utility relocations.

1.10 PERSONNEL

General Requirements

The CONSULTANT shall staff the Project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this Project is outlined in Exhibit "B".

Unless otherwise agreed by the COUNTY, the COUNTY will not compensate straight overtime or premium overtime for the positions of CONSULTANT Senior Project Administrator, Project Administrator, Contract Support Specialist, and Associate Contract Support Specialist.

Personnel Qualifications

The CONSULTANT shall utilize only competent personnel, qualified by experience, and education. The CONSULTANT shall submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the Project, including a detailed resume for each containing at a minimum salary, education, and experience.

Personnel identified in the CONSULTANT technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from COUNTY. Staff that has been removed shall be replaced by the CONSULTANT within one week of COUNTY notification.

Before the Project begins, all Project staff shall have a working knowledge of the current Construction Project Administration Manual (CPAM) and must possess all the necessary qualifications/certifications for performing the duties of the position they hold. Cross-training of the CONSULTANT's Project staff is highly recommended to achieve a knowledgeable and

versatile Project inspection team but shall not be at any additional cost to the COUNTY and should occur as workload permits.

Staffing

Once authorized, the CONSULTANT shall establish and maintain an appropriate staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the Construction Contract has been paid off.

Construction engineering and inspection forces will be required of the CONSULTANT at all times while the Contractor is working. If Contractor operations are substantially reduced or suspended, the CONSULTANT will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of CONSULTANT forces from the Project, the CONSULTANT will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

1.11 QUALITY ASSURANCE (QA) PROGRAM

Quality Reviews

The CONSULTANT shall conduct semi-annual reviews to make certain his own organization is in compliance with the requirements cited in the Scope of Services. Quality reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality reviews shall also be developed and performed to achieve compliance with specific quality assurance (QA) provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

QA Plan

Within thirty (30) days of Project Notice to Proceed, the CONSULTANT shall furnish a QA plan to the COUNTY Project Manager. The QA plan shall detail the procedures, evaluation criteria, and instructions of the CONSULTANT's organization for providing services pursuant to this Agreement.

Significant changes to the work requirements may require the CONSULTANT to revise the QA plan. It shall be the responsibility of the CONSULTANT to keep the plan current with the work requirements. The plan shall include, but not be limited to, the following areas:

- (1) Organization: A description is required of the CONSULTANT QA organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
- (2) Quality Reviews: The CONSULTANT QA shall detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.
- (3) Quality Records: The CONSULTANT will outline the types of records, which will be generated and maintained during the execution of his QA program.

- (4) Control of Sub-Consultants and Vendors: The CONSULTANT will detail the methods used to control sub-consultants and vendor quality.
- (5) Quality Assurance Certification: The Senior Project Administrator of the CONSULTANT firm shall certify that the inspection and documentation was done in accordance with specifications, plans, standard indexes, and COUNTY procedures.

Quality Records

The CONSULTANT shall maintain adequate records of the quality assurance actions performed by his organization (including sub-contractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the COUNTY, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

1.12 CERTIFICATION OF FINAL ESTIMATES

Final Estimate

The final estimate(s) will be due on the thirtieth (30th) day after conditional/partial acceptance. A memorandum with documentation will be transmitted by the CONSULTANT as directed by the COUNTY Project Manager to the COUNTY upon final acceptance detailing any necessary revisions to the pay items covered under the conditional/partial acceptance.

The CONSULTANT shall be responsible for making any revisions to the certified final estimate at no additional cost to the COUNTY.

Certification

The CONSULTANT personnel preparing the certified final estimate package shall be CTQP final estimates level II.

Offer of Final Payment

The CONSULTANT shall prepare the final payment package within thirty (30) days of final completion. The package shall accompany the certified final estimates package submitted to the COUNTY Project Manager. The CONSULTANT shall be responsible for forwarding the final payment package to the Contractor.

1.13 AGREEMENT MANAGEMENT

Invoicing Instructions

Monthly invoices shall be submitted to the COUNTY in a format and distribution schedule defined by the COUNTY, no later than the 20th day of the following month.

If the CONSULTANT cannot submit their monthly invoice on time, the CONSULTANT shall notify the COUNTY, prior to the due date, the reason for the delay and the planned submittal date. Once submitted, the CONSULTANT Senior Project Administrator shall notify the Construction Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

A final invoice will be submitted to the COUNTY no later than the 30th day following final acceptance of the Project or as requested by the COUNTY.

1.14 SUB-CONSULTANT SERVICES

Upon written approval by the Construction Project Manager and the COUNTY and prior to performance of work, the CONSULTANT may sub-contract for engineering surveys, materials testing, or specialized professional services.

1.15 OTHER SERVICES

Upon written authorization by the COUNTY Project Manager or designee, the CONSULTANT will perform additional services in connection with the Project not otherwise identified in this Agreement. The following items are not included as part of this Agreement but may be required by the COUNTY to supplement the CONSULTANT services under this Agreement.

- (1) Provide on- and off-site inspection services in addition to those provided for in this Agreement.

1.16 POST CONSTRUCTION CLAIMS REVIEW

Any supplemental task or other amendment to Agreement can only occur during the term of the Agreement. This Agreement is to remain in effect until one (1) year after construction is complete so that additional services can be added via amendment if necessary.

In the event the Contractor submits a claim for additional compensation and/or time after the CONSULTANT has completed this Agreement, but before expiration of this Agreement, the CONSULTANT shall, upon execution by the COUNTY and the CONSULTANT, submit an amendment to this Agreement providing for compensation for such services, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a supplement to this Agreement.

1.17 CONTRADICTIONS

In the event of a contradiction between the provisions of this Scope of Services and the CONSULTANT's proposal as made a part of this Agreement, the provisions of the Scope of Services shall apply.

1.18 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

1.19 LEE COUNTY AUTHORITY

The COUNTY shall be the final authority in considering Construction Contract modification of the Contractor for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the CONSULTANT in Subtask 1.09 - General herein.

[Print Form](#)

Change Order Agreement #: _____ Supplemental Task Authorization #: ~~22~~ 23

CONSULTANT'S Personnel Hourly Rate Schedule for:

Estero Boulevard Lighting and Sidewalk Improvements CEI Services

CONSULTANT or Sub-Consultant Name: Johnson Engineering, 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

[Print Form](#)

Change Order Agreement #: _____ Supplemental Task Authorization #: 22 23

CONSULTANT'S Personnel Hourly Rate Schedule for:

Estero Boulevard Lighting and Sidewalk Improvements CEI Services

CONSULTANT or Sub-Consultant Name: Ardaman & Associates, 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
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See Attachment 2 to Exhibit B for hourly rate schedule and reimbursable expenses.

Reimbursable Item	Cost	Reimbursable Item	Cost
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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

ATTACHMENT 2 TO EXHIBIT B
ARDAMAN ASSOCIATES, INC. FORT MYERS
2024 Billing Rates

Item	Unit	Rate
Engineering and/or Technical Support Man-Hours		
Principal Engineer	Hour	\$257.00
Senior Project Engineer	Hour	\$197.00
Project Engineer	Hour	\$161.00
Assistant Project Engineer	Hour	\$126.00
Senior Environmental Scientist	Hour	\$125.00
Construction Manager	Hour	\$125.00
Staff Engineer	Hour	\$104.00
Filed/Permit Coordinator	Hour	\$92.00
Senior Engineering Technician	Hour	\$92.00
Environmental Scientist	Hour	\$84.00
Technical Draftsperson	Hour	\$81.00
Engineering Technician	Hour	\$74.00
Technical Secretary	Hour	\$74.00
Engineering Intern	Hour	\$63.00
Pay Items		
17.0 EARTHWORKS		
17.3 Standard or Modified Proctor	Each	\$155.00
17.4 Limerock Bearing Ratio (LBR)	Each	\$518.00
17.5a Sieve (Grain Size) Analysis of Fine Aggregate (Minimum charge of 2 Tests if Samples are Taken by Others)	Each	\$86.00
17.5b Sieve (Grain Size) Analysis of Coarse Aggregate (Minimum charge of 2 Tests if Samples are Taken by Others)	Each	\$107.00
17.6 Organic Content (Minimum charge of 3 Tests if Samples are Taken by Others)	Each	\$47.00
17.7 Moisture Content (Minimum charge of 3 Tests if Samples are Taken by Others)	Each	\$21.80
17.8 Atterberg Limits	Set	\$154.00
17.9 Percent Fines (Minimum charge of 3 Tests if Samples are Taken by Others)	Each	\$49.00
17.10 Asphalt Content in Soil (FM 5-563)	Each	\$148.00
18.0 CONCRETE AND OTHER CEMENTITIOUS MATERIALS		
18.11 Curing and/or Compressive Strength Testing of Cylinders - Made by Others (minimum Charge 5 Cylinders)	Cylinder	\$30.00
18.11 Curing and/or Compressive Strength Testing of Cylinders - Made by Others (Up to 5 Cylinders per Set Delivered)	Set	\$150.00

[Print Form](#)

Change Order Agreement #: _____ Supplemental Task Authorization #: 22 23

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

Estero Boulevard Lighting and Sidewalk Improvements CEI Services

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
Laboratory Testing	Ardaman & Associates, Inc., 9970 Bavaria Road, Fort Myers, FL 33913	Type
		Type
		Type
		Type
		Type
		Type
		Type
		Type