

**FIRST AMENDMENT OF CONSTRUCTION MANAGER SERVICES AGREEMENT
FOR PHASE 2 – CONSTRUCTION SERVICES**

THIS FIRST AMENDMENT to the Construction Manager Services Agreement dated August 2, 2018 is made and entered into by and between Lee County, a political subdivision and charter County of the State of Florida, acting by and through its Board of County Commissioners (Owner); and Stultz, Inc., a Florida corporation, duly licensed to conduct business in the State of Florida (the "Construction Manager" or "CM"), collectively, the "Parties".

RECITALS

WHEREAS, the County desired to construct the Recycling Facility Equipment Upgrade Project (the "Project") within Lee County, Florida; and,

WHEREAS, the CM and the County entered into Construction Manager Services Agreement dated May 22, 2018 ("Agreement") according to the selection of the CMAR pursuant to CMR180033TJM; and,

WHEREAS, the CM and the Owner completed Pre-Construction Services for the Project; and,

WHEREAS, Section 3.01 CM's Compensation of the Construction Manager Services Agreement provides that the Guaranteed Maximum Price ("GMP") for construction of the Project will be established in a separate amendment to the Agreement; and,

WHEREAS, Section 3.02 The Project; Changes in the Project; Additional Fee of the Construction Manager Services Agreement provides that the CM is entitled to an additional fee if the Owner increases the GMP; and

WHEREAS, Section 3.03 Period of Construction; Additional Fee of the Construction Manager Services Agreement provided that the number of calendar days for the period of construction to substantial completion and the number of calendar days to final completion are to be established by amendment to the Agreement, and that the First Construction GMP payment and the subsequent monthly installments shall be determined after the GMP has been established; and

WHEREAS, Section 4.06 Project Schedule; Substantial Completion; Occupancy, Subsection (1) Establishment of Substantial Completion Date of the Construction Manager Services Agreement, provides that Liquidated Damages will be established by amendment to the Agreement; and

WHEREAS, except as is specifically amended or modified herein, all of the terms and conditions of the Agreement for the Project are hereby ratified and confirmed, and

shall remain in full force and effect.

OPERATIVE PROVISIONS

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the CM, intending to be legally bound, covenant and agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein as if set forth below.
2. **CM's Compensation.** The Parties hereby agree that the last sentence of Section 3.01 CM's Compensation is replaced in its entirety as follows:

The CM fee for Construction Services shall be **\$97,790.15.**

3. **Establishment of Guaranteed Maximum Price.** The Parties hereby agree that the GMP for construction of the Project shall be **\$1,728,293.05.** In no event shall the cost of construction of the Project and the CM's Fee exceed the GMP, as adjusted by any County approved change orders.
4. **Establishment of Period of Construction.** The Parties hereby agree that the first paragraph of Section 3.03 Period of Construction; Additional Fee is replaced in its entirety as follows:

Owner and CM expect and believe that the period of construction or construction phase for the Project shall be **two hundred (200) calendar days** to substantial completion and **two hundred thirty (230) calendar days** to final completion from issuance of the Notice to Proceed. No work shall take place under this Amendment until the date specified in the Construction Phase Notice to Proceed.

5. **Liquidated Damages.** Under Section 4.06 Project Schedule; Substantial Completion; Occupancy, Subsection (1) Establishment of Substantial Completion Date, the Parties hereby agree that the amount of liquidated damages the CM shall be assessed is **\$3,000.00 per calendar day** for each day completion is extended beyond the Project substantial completion date.
6. **Contract Documents.** The Construction Manager shall perform the services for the amount stated above in strict accordance with the following documents, all of which are attached hereto and incorporated by reference:

6.1 Exhibit A – Letter Dated February 28, 2019 Establishing the GMP and Schedule of Values from Stultz, Inc.

6.2 Exhibit B – Lee County Public Utilities Scope Plans For Materials Recycling Facility (MRF) Recycling Equipment Modifications & Additions

7. **Effective Date.** This Amendment shall become effective on the date it is approved by the Lee County Board of County Commissioners.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have made and executed this Amendment on the day and year of the last signature below.

WITNESS:

Signed By: *Cindy Shipe*

Print Name: CINDY SHIPE

STULTZ, INC.

Signed By: *Jeff Stultz*

Print Name: Jeff Stultz

Title: Vice Pres

Date: 3/15/19

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

BY: *Brian Hamm*

CHAIR

DATE: 6/3/19

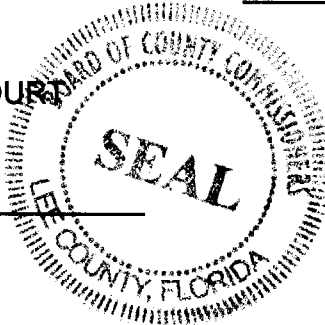
ATTEST:

CLERK OF THE CIRCUIT COURT

Linda Doggett, Clerk

BY: *Theresa King*

DEPUTY CLERK



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: *Chanda Sider*

OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

STULTZ
INC.
GENERAL CONTRACTORS / CONSTRUCTION MANAGERS

February 28, 2019

Mr. Mike Avoglia
Lee County Utilities
1500 Monroe St
Fort Myers, Florida 33901

RE: Recycling Facility Equipment Upgrade

Dear Mr. Avoglia:

Stultz, Inc. is pleased to submit a Guaranteed Maximum Price (GMP) in the amount of \$1,728,293.05 for work associated with the Recycling Facility Equipment Upgrade project. Pricing is based on the "Detailed Specifications for the Buckingham Solid Waste Energy Recovery Facility Materials Recovery Facility (MRF) Recycling Equipment Additions and Modifications" dated June 1, 2018, and the "Scope Plans" dated February 2019. This GMP includes all labor, materials, and equipment to complete the work and is itemized in the attached Schedule of Values.

Summary of Cost	
Subcontract, Materials, Labor	\$1,473,622.55
P&P Bond & Insurance	\$44,680.35
Sub Total	\$1,518,302.90
Total CM Fee	\$97,790.15
General Conditions	\$112,200.00
GMP Total	\$1,728,293.05

We look forward to working with you on this project.

Sincerely,



Jeff Stultz
Vice President

EXHIBIT A

GMP Proposal
Recycling Facility Equipment Upgrades
Submitted by Stultz, Inc.

Item	Description	Value (\$)
1	Equipment Package	
	Option A (Bag Ripping Drum Feeder) with Option 1 (Optical Sort), No Eddy Current	1,358,877.55
2	Integration of Controls	40,000.00
3	HVAC Demo	1,460.00
4	Fire Sprinkler Modifications	11,430.00
5	Electrical Drops and Fire Alarm	61,855.00
6	P&P Bond & Insurance	44,680.35
7	General Conditions	58,200.00
	Direct Labor (Project Management & Supervision)	41,600.00
	Plan Cost	1,000.00
	Temp Sanitary	600.00
	Temp Facilities/MOT	5,000.00
	Misc Engineering / Permit Fees	10,000.00
	Waste Removal	By Owner
8	Re-Direct Material	54,000.00
	Sub Total	1,630,502.90
9	CM Fee	97,790.15
	Total GMP	1,728,293.05

EXHIBIT B

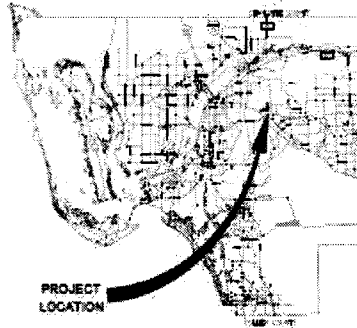
LEE COUNTY PUBLIC UTILITIES

SCOPE PLANS FOR

MATERIALS RECYCLING FACILITY (MRF) RECYCLING EQUIPMENT MODIFICATIONS & ADDITIONS

PLAN INDEX

Q-1	COVER
D-1	DEMOLITION SCOPE PLAN
M-1	EQUIPMENT SUPPLIER SCOPE PLAN
F-1	FIRE SCOPE PLAN
E-1	ELECTRICAL SCOPE PLAN



**LOCATION MAP
LEE COUNTY**



CAPITAL IMPROVEMENT PROJECT NO. 388077
JANUARY, 2018

COUNTY COMMISSIONERS

DISTRICT 1..... JOHN MANNING
DISTRICT 2..... CECIL L. PENDERGRASS
DISTRICT 3..... LARRY KIKER
DISTRICT 4..... BRIAN HAMMON
DISTRICT 5..... FRANK MANN

**COUNTY MANAGER
ROGER DESJARDIS**

**ASSISTANT COUNTY COUNTY MANAGER, PUBLIC WORKS
DOUGLAS MEURER, P.E.**

**LEE COUNTY UTILITY DIRECTOR
PAMELA REYES, P.E.**

