



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

Date 8/22/2019

**Print Form**

Change Order Agreement #: 2                       Supplemental Task Authorization #: 7

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: Michael T. Poff

Contract Name: Miscellaneous Professional Services  
Matanzas Pass Preserve Pavilion, Kayak Launch, and Boardwalk Replacement

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

Consultant: Coastal Engineering Consultants, Inc.                      Project #: 00629

Solicitation #: CN160311DLK                      Contract #: 7608                      Account #: 20062930101

Lee County Project Manager: Randy Harris                      Request Date: 8/22/2019

Fiscal Staff: Bev Dearborn, Marie Thevenin

Upon the completion and execution of this Change Order or Supplemental task Authorization by both parties the Consultant / Provider 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/PROVIDERS ASSOCIATED SUB-CONSULTANTS/SUB-CONTRACTORS**
- CO-STA Exhibit E - PROJECT GUIDELINES AND CRITERIA**

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

<u>Michael T. Poff</u> 	<u>8/23/2019</u>
Authorized Signature (Print Name)	Date Signed

<u>mpoff@cecifl.com</u>	<u>239-643-2324, ext 126</u>
Contact E-mail Address	Contact Phone Number



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**Scope of Professional Services for:**

Matanzas Pass Preserve Pavilion, Kayak Launch, and Boardwalk Replacement

**Section 1.00 Changes to Professional Services**

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

The CONSULTANT shall assist the COUNTY with the following bid process and construction management tasks of the Matanzas Pass Preserve Pavilion, Kayak Launch, and Boardwalk Replacement.

The budget is based upon a Construction Contract Time of 240 days.

**SCOPE OF SERVICES**

SEE ATTACHMENT 1 TO EXHIBIT A

For consistency with the master agreement, the tasks for STA 7 and CO 1 are hereby changed to the following:

- Task 1 becomes Task 15
- Task 2 remains Task 2
- Task 3 becomes Task 11
- Task 4 becomes Task 6
- Task 5 becomes Task 11.1
- Task 6 becomes Task 11.2
- Task 7 becomes Task 15.1
- Task 8 becomes Task 6.1
- Task 9 becomes Task 11.3
- Task 10 becomes Task 6.2
- Task 11 becomes Task 11.4
- Task 12 becomes Task 11.5
- Task 13 becomes Task 15.2

**Lee County Board of County Commissioners - Procurement Management**  
1500 Monroe Street - 4th Floor - Fort Myers, FL 33901  
PO Box 398 - Fort Myers, FL 33902-0398  
**Phone: (239) 533-8881**

**ATTACHMENT 1 TO EXHIBIT A**  
**MATANZAS PASS PRESERVE**  
**CONSTRUCTION MANAGEMENT SERVICES SCOPE OF WORK**  
**CEC FILE NO. 17.268**  
**AUGUST 22, 2019**

**SCOPE OF SERVICES**

**Task 13. Bid Services**

The CONSULTANT shall review for consistency the COUNTY's standard bid documents including general terms and conditions. Assist the COUNTY conduct a one-time solicitation of the bid process. Attend one pre-bid meeting. Assist the COUNTY prepare and issue one technical addendum as appropriate to interpret, clarify or expand the Bid Documents. Consult with the COUNTY as to the acceptability of received bids. Assist the COUNTY in evaluating bids. Make a recommendation of award to the lowest responsible and responsive bidder. Assist the COUNTY evaluate opportunities with the Contractor to provide cost savings, assist the COUNTY negotiate the terms and conditions of the construction contract with the Contractor, and assist the COUNTY issue Notice of Award/Notice to Proceed.

**Task 14. Construction Surveys**

The CONSULTANT shall perform a one-time construction stake-out for the following elements: Entrance concrete sidewalk, boardwalk, 10' Wide Bridge, Hexagon, 6' Wide Bridge, Pavilion, and Kayak Launch. The CONSULTANT shall set two temporary benchmarks concurrent with the stake-out. The Contractor shall be responsible for preserving the stake-out through the construction period and laying out the work.

**Task 14.1. Construction Administration**

The CONSULTANT shall prepare for, attend and represent the COUNTY at one pre-construction meeting with the Contractor covering contract obligations, construction plans, general and special conditions, and technical specifications. Record pre-construction video or pictures of the site to document existing conditions of the construction access, staging area, and site improvements adjacent to the Work area.

The CONSULTANT shall review the Contractor's work plan and submittals to determine compliance with the plans and specifications. Upon completion of the review, submit to the COUNTY in writing recommended changes or a written recommendation for approval of the Contractor's work plan, shop drawings and submittals. Review one round of work plan revisions from the Contractor.

The CONSULTANT shall monitor the construction progress.

The CONSULTANT shall attend regular construction meetings, on average once per month, with the COUNTY and Contractor covering work progress and schedule, conformance to plans and specifications, and other relevant issues that need to be addressed. Record and distribute the minutes of each meeting. Consult with the COUNTY and Contractor as reasonably required and necessary with regard to construction.

**Attachment 1 To Exhibit A Matanzas Pass Preserve**

Construction Management Services Scope of Work

CEC File No. 17.268

August 22, 2019

The CONSULTANT shall assist COUNTY prepare required field changes, change orders, or contract modifications requested by the Contractor and submit to COUNTY for approval. Provide to the Contractor instructions issued by COUNTY in addition to providing any necessary interpretations or clarifications of the contract documents requested by the Contractor. Make determinations on non-conforming and unauthorized work as authorized in the contract documents. Based upon observations at the site, and evaluations of the data reflected in the Contractors' request for payment, render a recommendation concerning the amount owed.

The CONSULTANT shall maintain informal contact with the COUNTY via email and phone calls. Prepare and submit to the COUNTY monthly summaries of construction progress. Provide written or phone correspondence in reference to the Project.

Upon receiving written notice from the Contractor that the Project is substantially complete, the CONSULTANT shall conduct a one-time comprehensive review of the Project, prepare a punch list of items needing completion or correction, forward said list to the COUNTY and Contractor, and provide written recommendations to the COUNTY concerning the acceptability of work done and the use of the Project. Upon receiving written notice from the COUNTY that the Project is finally complete, perform final site observations in conjunction with the COUNTY to verify the punch list has been completed and the Project is ready for its intended use, and assist the COUNTY in closing out the construction contract. Prepare and submit Project Certifications to the COUNTY and Florida Department of Environmental Protection.

**Task 14.2. Construction Observations**

The CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Task Order and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment. Based on information obtained during such visits and observations, CONSULTANT will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and the CONSULTANT shall keep the COUNTY informed of the progress of the Work.

The purpose of the CONSULTANT's visits to the Site will be to enable CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase, and, in addition, by the exercise of CONSULTANT's efforts as an experienced and qualified design professional, to provide for the COUNTY a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. The CONSULTANT shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall

**Attachment 1 To Exhibit A Matanzas Pass Preserve**

Construction Management Services Scope of Work

CEC File No. 17.268

August 22, 2019

CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, the CONSULTANT neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

Services beyond the 240 day Construction Contract Time shall be provided as additional services.

**DELIVERABLES**

For all specified deliverables, the CONSULTANT shall prepare and submit to the COUNTY a draft deliverable in electronic format. the CONSULTANT shall review the draft deliverable with the COUNTY, make one-round of revisions as may be identified by the COUNTY, and submit to the COUNTY one (1) hard copy and one (1) digital copy in the appropriate formats. Formats include Word, Excel, PowerPoint, CADD, shape file, and PDF formats. The following is a list of deliverables to be provided.

Task 13

- Bid Schedule and Special Provisions
- Technical Addendum
- Recommendation of Award

Task 14

- Stake-out Exhibits

Task 14.1

- Pre-Construction Video or Photographs
- Work Plan Review Comments
- Construction Meeting Minutes
- Monthly Progress Reports
- Pay Request Recommendations
- Substantial Completion Punch List
- Florida Department of Environmental Protection and USACE Certifications

Task 14.2

- Construction Observation Reports



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Matanzas Pass Preserve Pavilion, Kayak Launch, and Boardwalk Replacement

**Section 2.00 Summary of Change(s) in Compensation**

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the CHANGE ORDER or AGREEMENT, Exhibit 'CO/STA-A', the compensation the COUNTY has previously agreed to pay to the CONSULTANT, or SERVICE PROVIDER, as set forth in Exhibit 'B' of the Professional Services Agreement, or Service Provider Agreement shall be changed to be as follows:

Task Number	Task Name	Compensation in Agreement or STA	Adjustment(s) by all Previous CO(s)	Adjustment(s) due to this CO	Total Compensation per Task
15	Project Kick-off	2,460			2,460
2	DEP Site Visit	4,700			4,700
11	Verification of Exemption	4,440			4,440
6	Construction Plans and Specs	14,820			14,820
11.1	TFMB Vegetation Removal Permit	2,200			2,200
11.2	Permit Processing (Allowance)	4,560			4,560
15.1	Reimbursables	260		750	1,010
6.1	Pavillion, Kayak Launch, PH I Brid		16,560		16,560
11.3	ERP Applications		7,670		7,670
6.2	Integrated Plans and Specs		2,240		2,240
11.4	TFMB Land Development Order		2,820		2,820
11.5	Permit Processing		2,390		2,390
15.2	Additional Design, Survey, and Per		3,880		3,880
13	Bid Services			4,230	4,230
14	Construction Surveys			7,400	7,400
14.1	Construction Administration			25,090	25,090
14.2	Construction Observations			34,780	34,780
	<b>Project Total</b>	<b>33,440</b>	<b>35,560</b>	<b>72,250</b>	<b>141,250</b>

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Non-Personnel Reimbursable Expenses and Costs

Matanzas Pass Preserve Pavilion, Kayak Launch, and Boardwalk Replacement

Consultant or Sub-Consultant Name: Coastal Engineering Consultants, Inc.

(A separate Attachment #2 should be included for each Sub-Consultant)

Item	Charge	Item	Charge
Postage & Shipping	Actual Cost	Commercial Air Travel (Coach)	Actual Cost
Telephone (Long Distance)	Actual Cost	Vehicle Travel Allowance *	\$0.58/mile
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page	Vehicle Rental & Gas *	Actual Cost
8 1/2" x 14"	\$0.20/Page	Lodging (Per Person)	Actual Cost
11" x 14"	\$0.35/Page	Tolls	Actual Cost
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.	Meals **	\$14.00
Printing & Binding	Actual Cost	Breakfast:	\$16.00
Mylar Sheets	Actual Cost	Lunch:	\$26.00
Photographic Supplies & Services	Actual Cost	Dinner:	

List other specific project related reimbursable(s) (i.e. film/developing)

Item	Cost	Item	Cost
Field Supplies	Actual Cost	GPS Receiver	\$150/day
Conduit / Stakes	Actual Cost		
Jon Boat	\$200/day		

\* Note: Choose one - Vehicle Travel Allowance OR Vehicle Rental & Gas.

\*\* Note: In accordance with the GSA M&IE schedule for Travel utilizing the 'Fort Myers, FL' rates.

**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/Provider's Associated Sub-Consultant(s)/Subcontractor(s)

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Consultant's, or Service Provider's, Associated Sub-Consultant(s) and Subcontractor(s) for:

Matanzas Pass Preserve Pavilion, Kayak Launch, and Boardwalk Replacement

Consultant, or Service Provider, intends to engage the following sub-consultant(s) and/or sub-contractor(s) to assist the Consultant, or Service Provider, 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
None		Type
		Type



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**Project Guidelines & Criteria for:**

Matanzas Pass Preserve Pavilion, Kayak Launch, and Boardwalk Replacement

As a supplement, or change, to the Project Guidelines and Criteria set forth in the Professional Services Agreement, or Service Provider Agreement, Exhibit 'E', the County has established the following guidelines, criteria, goals, objectives, constraints, schedule, budget, and/or requirements which shall serve as a guide to the Consultant, or Service Provider, in performing the professional services, tasks, or work to be provided pursuant to the professional services set forth hereinbefore in Change Order or Supplemental Task Authorization Agreement, Exhibit 'CO/STA-A' attached hereto:

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

County is responsible for the Permit required Mitigation: Prior to commencement of construction, the County shall mitigate for the 805 square feet of impacts by the purchase of 0.02 credits of Forested Saltwater credits from the Little Pine Island Mitigation Bank.