

TASK AUTHORIZATION NO. 2 TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER-AT-RISK CONTINUING CONTRACT

The following TASK AUTHORIZATION #2 is made and entered into on this ____ day of _____, 20_____, by and between the CITY OF FORT MYERS (OWNER) and Compass Construction, Inc. (CM) and constitutes a TASK AUTHORIZATION under Solicitation No. RFQ #0020-18 for Construction Manager-At-Risk –Continuing Contract as entered into on June 18th, 2018.

Extent of Agreement

This agreement for Construction Manager At-Risk is for the Cleveland Grove Neighborhood Utility Improvements represents the entire agreement between the Owner and the CM and supersedes any prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions of the Project Plans and Specifications and may be amended only by written instrument signed by both Owner and CM. This Agreement is intended to be consistent with and implement the approved program for the Cleveland Grove Neighborhood Utility Improvements Sections:

1. CM'S Compensation. The Owner agrees to pay to the CM as compensation for all its services and work provided hereunder for: services and work, the sum of \$1,139,563.43 as outlined in Exhibit B.
2. General Contractor Fee. Thirty days following the Agreement Date, the amount of TBD shall be paid as the General Contractor's Fee based on the negotiated percentage.

Reimbursable Project Costs is based on application for payment for the actual cost of work completed, submitted monthly, itemized to correspond to the basis of compensation as set forth in Exhibit "B", including supportive documentation.

The Total Proposed Guaranteed Maximum Price (GMP) Construction Services is \$1,139,563.43.

3. The Project; Changes in the Project; Additional Fee. The project is as established by the City and CM in that certain documents entitled Cleveland Grove Neighborhood Utility Improvements. The costs contemplates a project construction budget not to exceed \$1,139,563.43. Any changes in the project scope or fee must be approved by the City prior beginning work.

5. Period of Construction; Additional Fee. Owner and CM expect and believe that the period of the construction phase for the Project shall be **244 Days** to final completion.
 - i. In the event that the construction schedule is extended by agreement of Owner and CM due to changes in the Project requested by Owner, CM shall be entitled to additional CM fee of To Be Negotiated per calendar month, or To Be Negotiated per calendar day, beyond such **244 Days** period.
6. Liquidated Damages. The CM agrees to complete the construction prior to the Project Substantial Completion Date. The CM acknowledges that failure to complete the Project prior to the Project Substantial Completion Date will result in substantial damages to the Owner. The CM shall be assessed liquidated damages in the amount of **\$1,655** per calendar day for each day completion is extended beyond the Project Substantial Completion Date, plus any fines and penalties directly imposed against Owner by any regulatory and/or governmental authority against Owner. Provided, however, CM and Owner shall cooperate with each other, and shall use best efforts and due diligence to avoid the imposition of any such fines and/or penalties.
7. Construction Inspections and Coordination. Owner and CM agree to cooperate and coordinate with each other and all Permitting Authorities, including specifically: N/A
8. Notices. All notices, demands, requests for approvals or other communications which may be or are required to be given by either party to the other in writing shall be deemed given and delivered on the date received by the person listed below or the Authorized Representative, or, if notice is by mail, on the date mailed to the address below or, if by hand delivery, on the date delivered to the address below:

To the CM: Compass Construction, Inc.
 824 Lafayette Street
 Cape Coral, FL 33904

To the Owner: CITY OF FORT MYERS
 P.O. Box 2217
 Fort Myers, FL 33902-2217
 Attn: City Clerk
 Copy to: Public Works/ Engineering Department

- 1) Exhibit "A" Project Scope –
- 2) Exhibit "B" Project Costs-
- 3) Exhibit "C" –Forms-

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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the dates shown below to be effective the day and year first shown above.

CITY OF FORT MYERS, FLORIDA
a Municipal Corporation

By: _____
Randall P. Henderson Jr., Mayor

Attest: _____
Gwen Carlisle, MMC, City Clerk

Date: _____

By: _____
Saeed Kazemi, P.E., City Manager

Date: _____

APPROVED AS TO FORM:

Grant W. Alley, City Attorney

Witness

Laura Dieter

Name: Laura Dieter

Kelly Prianti

Name: Kelly Prianti

Compass Construction, Inc.

By: Lawrence J. Oliver

Title: Principal

Date: April 29, 2019

CORPORATE SEAL

EXHIBIT A "Scope of Services"
Project Description

SCOPE OF WORK

The Cleveland Grove Neighborhood Utility Improvements will consist of infrastructure rehabilitation of the water, sewer, drainage, paving and sidewalks in the Cleveland Grove area of Fort Myers, Florida, bounded by Kentucky Avenue, Patrick Avenue, and Turner Street.

The improvement work shall include approximately:

This rehabilitation project is intended to correct old and failing water and sewer system infrastructure, improve drainage function, provide additional water quality treatment and to improve pedestrian and vehicular access.

The improvement work shall include approximately:

- 1,090 lineal feet of 8-inch Sanitary Sewer main and associated manholes and services,
- 1,254 lineal feet of 8" Water mains and associated fire hydrants, valves, fittings and services,
- 1,508 lineal feet of various sized drainage piping, inlets, junction boxes and enhanced swale drainage,
- 3,093 lineal feet of road paving with partial curbing/guttering as necessary and turnouts.
- 1,121 lineal feet of sidewalk placed along one side of the roadways with ADA ramps at intersections.

EXHIBIT "B" PROJECT COSTS

"Project Costs" mean all of the costs incurred by the Owner and CM [excluding Part II, below] in planning, constructing and equipping the Project, all of which Project Costs are to be incorporated within the GMP established by the CM, and without excluding any cost not listed but which is specifically identified in the Agreement, shall include the following:

PART I-A

Part IA - Costs Included Within CM Fees

Proportion related to this project of:

Salaries or other compensation of the CM's officers, partners and/or employees at its principal office and branch offices unless otherwise indicated in Part IB

CM's general operating and overhead expenses of the CM's principal and branch offices, and all CM profit

The costs of all data processing staff and data processing equipment

Licenses

Principal and branch office supplies including paper, pencils, paper clips, file folders, staples, etc.; janitorial supplies

Costs for copies of documents created within the PMIS Reporting System and copies of all documents furnished to Owner

PART I-B

Reimbursable Project Costs Not Included within CM Fee

Wages and salaries of the Construction Manager's superintendent, Field Office Manager and other necessary personnel when stationed at the site with the Owner's agreement.

Travel reimbursement pursuant to Florida Statutes (meals & lodging outside Lee County).

Expenses such as telephone and facsimile service at the site, long-distance telephone charges, expressage, and postage.

Contractor's public liability and property damage insurance; and Worker's Compensation insurance.

Construction or other work performed by CM or otherwise, which, when CM is

EXHIBIT "B" PROJECT COSTS- Continued

permitted to bid pursuant to this agreement, shall be for the bid price or where such work is performed pursuant to emergency or similar circumstances, shall be for the wages paid for labor in the direct employ of the CM (as opposed to wages paid to management or supervisory personnel), and such fringe benefits, if any, as may be payable with respect thereto;

Electrical Power consumption (monthly) - temporary construction use only.

Water consumption (monthly) - temporary construction use only.

Cleanup at the job site.

Barricades and safety equipment at the job site.

Temporary fencing and gates at the job site.

Signs at the job site, only signs permitted on site is project sign as defined in construction specification.

Weather protection at the job site.

Construction office trailer at the job site.

Record Drawings.

Progress Photographs/Video.

Payment and Performance Bonds.

Owner's Insurance, including Builders Risk and Completed Products and Operations insurance.

Cost of all materials, supplies and equipment incorporated by CM in the Project, including costs of transportation and storage thereof.

Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the performance of the work and cost less salvage value on such items used but not consumed which remain the property of the CM.

The actual direct out-of-pocket cost to the CM of corrective or warranty work subject to the GMP and except for any corrective work made necessary because of defective workmanship or other causes contributed to by the CM and limited

EXHIBIT "B" PROJECT COSTS- Continued

to the extent recovery is available from the subcontractor or supplier.

No costs shall be paid by the Owner to the CM for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the CM.

Legal costs reasonable and properly resulting from prosecution of the project for the Owner, including negotiations and litigation with subcontractors, vendors and insurers, subject to the following limitations:

The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and

The legal costs were not incurred as a result of the CM's own negligence or default.

Surveys; layout equipment and materials.

Temporary Toilets/holding tanks.

Dumpsters at the job site.

Watchmen at the job site.

All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the CM's fees as set forth in the Agreement.

PART II
Owner's Expenses

The Agreement includes items designated or contemplated as items to be provided by Owner, but excluded for the purposes of determination of the project costs or GMP. These items include but may not be limited to the following:

Site conditions (such as hazardous materials, concealed subsurface conditions and assorted tests and corrective measures).

Additional surveys, except construction layout.

Easements and temporary construction easements.

Land use approvals, if required.

EXHIBIT "B" PROJECT COSTS- Continued

Impact Fees and Permits

Blue Print/Printing copies of the construction documents plans and specifications.

Additional insurance, if any (Includes any Builders' Risk Deductible costs incurred).

Any additional consultant fees as may be required, additional AE fees, additional CM fees.

Legal costs reasonable and properly resulting from prosecution of the project, including negotiations and litigation with sub- contractors, vendors and insurers, subject to the following limitations:

The CM approved incurring such costs in advance, which approval shall not be unreasonably denied; and

The legal costs were not incurred as a result of the Owner's own negligence or default.

All furniture, equipment and materials purchased and installed by Owner or other than CM.

Previously approved AE fees.

Already paid site acquisition costs.

Already completed geotechnical and site studies.

Services provided by the Owners employees in planning, constructing and equipping the project.

EXHIBIT "B" PROJECT COSTS- Continued
GMP BUDGET

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
PART E: STORM DRAINAGE					
23	Pipework				
23.1	18" RCP	230	LF	\$55.00	\$ 12,650.00
23.2	12" x 18" ERCP	579	LF	\$60.00	\$ 34,740.00
23.3	14" x 23" ERCP	282	LF	\$72.00	\$ 20,304.00
23.4	19" x 30" ERCP	44	LF	\$100.00	\$ 4,400.00
23.5	22" x 34" ERCP	74	LF	\$140.00	\$ 10,360.00
23.6	24" x 38" ERCP	54	LF	\$140.00	\$ 7,560.00
23.7	Remove Existing Storm Sewer (up to 18" Diameter)	245	LF	\$15.00	\$ 3,675.00
24	Storm Drain Structures				
24.1	Ditch Bottom Inlet Type 'C' FDOT Index (232)	19	EA	\$2,400.00	\$ 45,600.00
24.2	Ditch Bottom Inlet Type 'D' FDOT Index (232)	5	EA	\$2,500.00	\$ 12,500.00
24.3	Ditch Bottom Inlet Type 'E' FDOT Index (232)	1	EA	\$3,500.00	\$ 3,500.00
24.3	Ditch Bottom Inlet Type 'I' FDOT Index (200)	5	EA	\$3,500.00	\$ 17,500.00
24.4	New Storm Junction Box 48" Dia. w/ Manhole Lid	1	EA	\$4,000.00	\$ 4,000.00
24.5	Remove Existing Inlet	3	EA	\$500.00	\$ 1,500.00
SUB-TOTAL					\$ 178,289.00
PART F: ROADWAY AND RESTORATION					
25	Street Pavement Surface and Base				
25.1	Mill and Resurface Roadways	0	SY	\$20.00	\$ 0.00
25.2	Full Depth Road Replacement (30,329SF) * (0.84')=25,476CF	3,370	SY	\$35.00	\$ 117,950.00
26	Concrete work				
26.1	New 4" Sidewalk (5,607SF) * (0.33')=1,869CF	623	SY	\$40.00	\$ 24,920.00
26.2	Asphalt Driveway Restoration	0	SY	\$65.00	\$ 0.00
26.3	6" Concrete Driveway Restoration (4,480SF) * (0.5')=2,240CF	467	SY	\$60.00	\$ 28,020.00
26.4	6" Paver Brick Driveway Restoration (875SF) * (0.5')=438CF	57	SY	\$95.00	\$ 5,415.00
17	General Restoration				
27.1	Lawn Restoration	2,500	LF	\$9.00	\$ 22,500.00
27.2	Thermoplastic Stop Bars	4	EA	\$600.00	\$ 2,400.00
26.3	Crosswalk Markings	200	LF	\$4.50	\$ 900.00
26.4	Detectable Warning Device	90	SF	\$56.00	\$ 5,040.00
SUB-TOTAL					\$ 207,145.00
PART G: MISCELLANEOUS					
27	Mail boxes				
27.1	Regular	17	EA	\$300.00	\$ 5,100.00
27.2	Custom	2	EA	\$1500.00	\$ 3,000.00
28	Fencing				
28.1	4' High Chain Link	205	LF	\$20.00	\$ 4,100.00
25.2	4' High Vinyl Picket	75	LF	\$22.00	\$ 1,650.00
29	Vegetation Removal				
29.1	Trees 5" Dia. Or Less	7	EA	\$150.00	\$ 1,050.00
29.2	Trees 6" Dia. Or Greater	5	EA	\$300.00	\$ 1,500.00
29.3	Hedge Row	200	LF	\$7.00	\$ 1,400.00
26	General Restoration				
26.1	Excavation and Swale Grading	1	LS	\$0	\$ 0.00
26.2	Removal of Brick Pavers	1	LS	\$0	\$ 0.00
26.3					
26.4					
SUB-TOTAL					\$ 17,800.00
BID SUMMARY					
PART A: GENERAL CONDITIONS PART B: SANITARY SEWER		Part A Subtotal		\$ 70,000.00	
PART C: SANITARY LIFT STATION PART D: POTABLE WATER MAIN PART E: STORM DRAINAGE		Part B Subtotal		\$ 160,298.00	
PART F: ROADWAY AND RESTORATION PART G: MISCELLANEOUS		Part C Subtotal		\$ 65,000.00	
		Part D Subtotal		\$ 70,488.00	
		Part E Subtotal		\$ 178,289.00	
		Part F Subtotal		\$ 207,145.00	
		Part G Subtotal		\$ 17,800.00	
		Compass Const. General Conditions		\$ 240,560.00	
		Base Bid Sub-Total		\$ 1,009,580.00	
		Base Bid 7.5% Markup Total		\$ 75,718.50	
		Base Bid Sub-Total with Markup		\$ 1,085,298.50	
		5% Contingency		\$ 54,264.93	
		BASE BID TOTAL		\$ 1,139,563.43	