

RESOLUTION NUMBER 23-94

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING A CHANGE TO SUPPLEMENTAL TASK ORDER #2 OF CONTRACT RFQ-21-09-EN BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS FOR INCREASING THE AGREEMENT LENGTH TO 161 DAYS AND REALLOCATING \$25,690 FROM TASK 3 FOR BERM PLANTING SERVICES TO TASK 2 FOR CONSTRUCTION PHASE SERVICES AND ADDING AN ADDITIONAL \$20,000 TO TASK 2 FOR CONSTRUCTION PHASE SERVICES.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, Coastal Engineering Consultants was required to increase the duration of Construction Phase Services due to the contractor having to implement shorebird protection measures and adhere to special permit conditions for habitat and species protection above and beyond what would have been normally expected at the time of bidding. Further, due to heightened level of nesting outside of historic areas, the contractor has to demobilize and remobilize to complete work after nesting season concludes.

WHEREAS, the Town Council has determined it is in the best interest of the Town to approve the requested (Agreement/Change Order/etc.).

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true, correct, incorporated herein by this reference, and adopted as the legislative and administrative findings of the Town Council.

Section 2. The Town Council hereby approves the change to Supplemental Task Order #2 of Contract RFQ21-09-EN between the Town and Coastal Engineering Consultants for increasing the agreement duration to 161 days and reallocating \$25,690 from Task 3 for Berm Planting Services to Task 2 for Construction Phase Services and adding an additional \$20,000 to Task 2 for Construction Phase Services. A copy of the amended Supplemental Task Agreement is attached hereto as Attachment "A".

The foregoing Resolution was adopted by the Town Council upon a motion by Vice Mayor Atterholt and seconded by Council Member Woodson, and upon being put to a vote, the result was as follows:

Dan Allers, Mayor	Aye
Jim Atterholt, Vice Mayor	Aye
John R. King, Councilmember	Aye
Bill Veach, Councilmember	Aye
Karen Woodson, Councilmember	Aye

ADOPTED this 21st day of August 2023 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers

Dan Allers, Mayor

ATTEST:

Amy Baker

Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:

Gretchen R. H. "Becky" Vose

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 22nd day August 2023.

**TOWN OF FORT MYERS BEACH SERVICE AGREEMENT
SUPPLEMENTAL TASK AUTHORIZATION**

Supplemental Task Authorization

NO.: 2

CONTRACT/PROJECT NAME: Estero Island Emergency Berm Construction Phase Services

CONSULTANT: Coastal Engineering Consultants, Inc.

PROJECT NO.: _____

SOLICIT NO.: Estero Island Beach Renourishment

CONTRACT NO.: RFQ-21-09-EN

REQUESTED BY: Chadd Chustz, Environmental Project Manager DATE OF REQUEST: 1/4/2023

Upon the completion and execution of this Supplemental Task Authorization by both parties, the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "A" SCOPE OF PROFESSIONAL SERVICE: DATED: January 9, 2023

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: January 9, 2023

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: January 9, 2023

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: January 9, 2023

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

RECOMMENDED:

By: _____
Department Director Date

By: _____
Contracts Manager Date

ACCEPTED:

By: Michael C. Hoff January 9, 2023
Consultant/Provider Date

TOWN APPROVAL:

By: _____
Town Manager Date

EXHIBIT A

Date: January 9, 2023

SCOPE OF PROFESSIONAL SERVICES

Estero Island Emergency Berm Construction Phase Services

1: Bid Phase Services

Assist Town coordinate bid process, one time. Assist Town prepare responses to bidder questions. Assist Town evaluate bids. Render recommendation for award to the lowest responsive bidder.

2: Construction Phase Services

Assist the Town administer the construction contract. Arrange, prepare for, and attend one (1) pre-construction meeting with the Town, contractor, and appropriate stakeholders designated by the Town Project Manager to discuss the Project construction; develop a Project schedule; review permits, plans, and specifications; identify concerns and issues; and establish lines of communication, and contact people.

Review contractor submittals for compliance with contract documents. Attend construction meetings with Town and contractor.

Conduct site visits during active construction in support of certifying project completion. Based on information obtained during such inspections and on such observations, endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and keep the Town informed of the progress of the work. Prepare and submit summary reports of observations. Budget does not include nights or weekend overtime.

Review pay applications and recommend payments. Conduct as-built survey at same stations as pre-construction survey and prepare as-built survey deliverable.

Construction stakeout and progress/pay surveys are not included in this scope of work.

The budget is based on a 16190-day construction window. Services beyond 16190 days shall be provided as additional services.

~~**3: Berm Planting Services**~~

~~Specific to planting the berm, prepare construction plans to show the general scope, character and extent of the work to be furnished and performed by the contractor. The plans shall include horizontal and vertical control, survey baseline, planting plan, typical sections, staging area, and construction access.~~

~~Assist Town prepare and assemble Bid Documents with detailed construction specifications including description of work, special terms and conditions, quantity estimates, bid schedules, and technical specifications describing the general scope, character, and extent of work to be furnished and performed by the contractor.~~

~~Develop a Final Opinion of Probable Construction Cost. Construction costs shall be broken down by mobilization and demobilization, plantings, and placement.~~

~~Assist Town coordinate bid process, one time. Assist Town prepare responses to bidder questions. Assist Town evaluate bids. Render recommendation for award to the lowest responsive bidder.~~

~~Assist the Town administer the construction contract. Arrange, prepare for, and attend one (1) pre-~~

~~construction meeting with the Town, contractor, and appropriate stakeholders designated by the Town Project Manager to discuss the Project construction; develop a Project schedule; review permits, plans, and specifications; identify concerns and issues; and establish lines of communication, and contact people. Review contractor submittals for compliance with contract documents. Conduct limited number of site visits during active construction in support of certifying project completion. Based on information obtained during such inspections and on such observations, endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and keep the Town informed of the progress of the work. Prepare and submit field reports of observations.~~

~~Review pay applications and recommend payments.~~

~~The budget is based on a 60-day construction window. Services beyond 60 days shall be provided as additional services.~~

4: Stakeholder and Administrative Services

Attend and present at two meetings such as Town Council and Town Committees. Provide technical support services for the Town specific to stakeholder coordination. The Town will be responsible for publishing notices and advertising for each meeting. Prepare for and participate in the meetings. Prepare a written summary of the meetings. Coordinate the project team's internal efforts and maintain informal contact with the Town staff. Prepare written monthly progress reports. Provide technical support to the Town with respect to construction easements.

Total Cost (of Job): \$1318,160

EXHIBIT B

Date: January 9, 2023

COMPENSATION AND METHOD OF PAYMENT
ESTERO ISLAND BEACH RENOURISHMENT PHASE I

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
Task 1	Bid Phase Services	\$3,300	LS	W.I.P.P.
Task 2	Construction Phase Services	\$84,920 130,610	LS	W.I.P.P.
Task 3	Berm Planting Services	\$25,690	LS	W.I.P.P.
Task 4	Stakeholder and Administrative Services	\$4,250	NTE	W.I.P.P.
TOTAL		\$1348,160		

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated 1/9/2023, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated 1/9/2023, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: January 9, 2023

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE *** FOR
ESTERO ISLAND BEACH RENOURISHMENT PHASE I

Consultant or Sub-Consultant Name: Coastal Engineering Consultants, Inc.
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Standard Rate Schedule Included in Master Contract			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: January 9, 2023

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

ESTERO ISLAND BEACH RENOURISHMENT PHASE I

CONSULTANT OR SUB-CONSULTANT NAME: Coastal Engineering Consultants, Inc.

(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	\$0.405/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals:	
	Breakfast
	Lunch
	Dinner
In accordance with the Runzheimer rate service for Travel utilizing the "average", dated 5/4/06	\$12.01 \$11.82 \$24.72
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
Permit Fees	Actual Cost
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

*NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C

Date: January 9, 2023

TIME AND SCHEDULE OF PERFORMANCE

ESTERO ISLAND BEACH RENOURISHMENT PHASE I

This EXHIBIT "C" establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number of Calendar Days for Completion from Date of Notice to Proceed
Task 1	Bid Phase Services	45	45
Task 2	Construction Phase Services	105 <u>176</u>	150 <u>221</u>
Task 3	Berm Planting Services	60	210
Task 4	Stakeholder and Administrative Services	90 <u>120</u>	341 <u>100</u>

EXHIBIT D

Date: January 9, 2023

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

ESTERO ISLAND BEACH RENOURISHMENT PHASE I

CONSULTANT has identified the following Sub-Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No

Signature: *Dan Allers*
Dan Allers (Aug 22, 2023 14:14 EDT)
Email: allersd@fmbgov.com

Signature: *Becky Vose*
Becky Vose (Sep 26, 2023 10:08 EDT)
Email: bvose@voselaw.com

Signature: *Amy Baker*
AMY BAKER (Aug 22, 2023 11:19 EDT)
Email: AMY@FMBGOV.COM