

RESOLUTION NUMBER 23-161

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING SUPPLEMENTAL TASK AGREEMENT #6 OF CONTRACT RFQ-21-09-EN BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR ADDITIONAL DESIGN CONSTRUCTION PHASE SERVICES FOR THE ESTERO ISLAND BEACH TRUCK HAUL PROJECT, FOR A COST NOT TO EXCEED \$135,540; AND PROVIDING FOR AN EFFECTIVE DATE.

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, The Town of Fort Myers Beach suffered catastrophic losses of sand in its beaches and beach accesses due to Hurricane Ian leaving upland properties vulnerable to tidal surge flooding and impeding public access to the beach, and

WHEREAS, the Town Council has determined it is in the best interest of the Town to approve the requested Supplemental Task Order #6 of Contract # RFQ-21-09-EN.

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 Supplemental Task Order #6 of Contract # RFQ-21-09-EN between the Town and Coastal Engineering Consultants, Inc., for \$135,540. A copy of the Supplemental Task Order #6 of Contract # RFQ-21-09-EN is attached hereto as Attachment "A".

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

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

ADOPTED this 20th day of November 2023 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH


Dan Allers (Nov 30, 2023 12:49 EST)

Dan Allers, Mayor

ATTEST:


AMY BAKER (Nov 30, 2023 14:42 EST)

Amy Baker, Town Clerk

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


Becky Vose (Nov 30, 2023 14:31 EST)

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on the 29th day November 2023.

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

Supplemental Task Authorization

NO.: 6

CONTRACT/PROJECT NAME: Estero Island Beach Truck Haul Project

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: 10/13/2023

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: October 16, 2023

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: October 16, 2023

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: October 16, 2023

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: October 16, 2023

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

RECOMMENDED:

By: Frank Kropacek Nov 30, 2023
Department Director Date

By: Frank Kropacek
Contracts Manager Date

ACCEPTED:

By: Michael C. Hoff October 16, 2023
Consultant/Provider Date

TOWN APPROVAL:

By: Andy Hyatt (Nov 30, 2023 16:45 EST)
Town Manager Date

EXHIBIT A

Date: October 16, 2023

SCOPE OF PROFESSIONAL SERVICES

Estero Island Beach Truck Haul Project

INTRODUCTION

The Town applied for and is receiving State Funding for Hurricane Ian Recovery for purchasing, transporting and placing sand to offset impacts to the beach accesses, fill scour holes, and building emergency berms. This STA #6 is a companion task order to STA #5 which was for 26,000 tons; the new total is 80,000 tons.

4: Update Final Design Services

Collect Design Data. Update Construction Plans, Technical Specifications, Contract Documents, Bid Schedule, Schedule of Values, and Special Provisions for the additional volume. The additional fill areas include 5000 Block Scour Holes, Emergency Berm Segments along Estero Island to connect berm segments previously constructed by others, and 27 public accesses. Prepare Final Opinion of Probable Construction Cost.

5: Continuing Construction Phase Services

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

Conduct pre- and post-construction surveys and compute volume of sand placed to verify quantities. Set three benchmarks for the Contractor. For the beach access rights-of-way (ROW), surveys shall be taken at approximate 25-foot intervals and points of inflection along each ROW survey baseline plus one centerline and two evenly spaced parallel offsets of the centerline within each ROW. For the berms and scour holes, surveys shall be taken at approximate 100-foot intervals and points of inflection along the berm survey baseline. Cross sections shall extend a minimum of 10 feet beyond the limits of placed sand to capture the full placement areas. Vertical elevations shall be in feet referenced to the NAVD88. Horizontal distances shall be in feet. Locations shall be specified in Florida State Plane grid coordinates, NAD83. All drawings shall be submitted in electronic format (CADD and PDF). All survey data shall be provided in Easting, Northing, Elevation formatted data files (i.e. XYZ data files).

Conduct Review pay applications and recommend payments.

Construction stakeouts are not included in this scope of work.

The budget is based on a 90-day construction window (noting STA #5 covers the first 60 days). Services beyond 90 days shall be provided as additional services.

Total Cost (of Job): *\$135,540*

EXHIBIT B

Date: October 16, 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 4	Update Final Design Services	\$11,050	LS	W.I.P.P.
Task 5	Continuing Construction Phase Services	\$124,490	LS	W.I.P.P.
TOTAL		\$135,540		

(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 9/14/2023, 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 8/29/2023, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: October 16, 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: October 16, 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: October 16, 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 4	Update Final Design Services	30	30
Task 5	Continuing Construction Phase Services	90	120

EXHIBIT D

Date: October 16, 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