

**RESOLUTION NUMBER 24-70**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING SUPPLEMENTAL TASK AGREEMENT #10 OF CONTRACT RFQ-21-09-EN BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR CONSTRUCTION PHASE SERVICES FOR SAND RENOURISHMENT FOR ESTERO ISLAND SHORE PROTECTION PROJECT, FOR A COST OF \$495,600; 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 recognizes the beach as a vital economic and environmental asset for the Town residents and businesses, and

**WHEREAS**, the Town of Fort Myers Beach recognizes the importance of the beach providing recreational space, native habitat for listed species, and storm impact reduction benefits to upland properties, and

**WHEREAS**, the Town of Fort Myers Beach is responsible for beach management, restoration and maintenance of the beach in its jurisdiction, and

**WHEREAS**, the Town Council has determined it is in the best interest of the Town to approve the requested Supplemental Task Order #10 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 #10 of Contract # RFQ-21-09-EN between the Town and Coastal Engineering Consultants, Inc., for \$495,600. A copy of the Supplemental Task Order #10 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 Council Member Safford 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, Council Member	Aye
Scott Safford, Council Member	Aye
Karen Woodson, Council Member	Aye

ADOPTED this 1<sup>st</sup> day of April 2024 by the Town Council of the Town of Fort Myers Beach, Florida.

**FORT MYERS BEACH TOWN COUNCIL**

  
Dan Allers (Apr 25, 2024 17:33 EDT)  
\_\_\_\_\_  
Dan Allers, Mayor

**ATTEST:**

  
Amy Baker (Apr 23, 2024 12:31 EDT)  
\_\_\_\_\_  
Amy Baker, Town Clerk

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

  
Nancy Sparto (Apr 25, 2024 17:48 EDT)  
\_\_\_\_\_  
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 5<sup>th</sup> day of April 2024.

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

X Supplemental Task Authorization

NO.: 10

CONTRACT/PROJECT NAME: Estero Island Beach Nourishment 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: March 19, 2024

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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: March 20, 2024

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: March 20, 2024

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: March 20, 2024

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED  
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: March 20, 2024

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

RECOMMENDED:

By: Frank Krpach 04/04/24  
Department Director Date

By: Frank Krpach 04/04/24  
Contracts Manager Date

ACCEPTED:

By: Michael C. Hoff March 20, 2024  
Consultant/Provider Date

TOWN APPROVAL:

By: [Signature] 04/04/24  
Town Manager Date

## EXHIBIT A

Date: March 20, 2024

### SCOPE OF PROFESSIONAL SERVICES

#### ESTERO ISLAND BEACH NOURISHMENT PROJECT: CONSTRUCTION PHASE SERVICES

The CONSULTANT shall provide the following construction phase services specific to the Estero Island Beach Nourishment Project. This STA is a companion authorization to STA #9 which is for the Category G public assistance grant for repair to Estero Island North for Hurricane Ian Recovery. The scope and budget are based on the Beach Nourishment Project being constructed concurrent with the Category G Project.

#### **TASK 1 CONSTRUCTION MANAGEMENT**

The Construction Administration budget is based on a 150 day construction window.

Prepare for, attend and represent the Town at one pre-construction conference with the Town and Contractor covering contract obligations, construction plans, general and special conditions, and technical specifications. Record and distribute the minutes of the meeting.

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

Attend construction progress meetings with the Town and Contractor as requested by the Town 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. Assist the Town and Contractor perform the routine reporting to the Florida Department of Environmental Protection (FDEP) in accordance with the Permits.

Review invoices for payment submitted by the Contractor along with daily records of the Town, Contractor and CEC, and surveys provided by the Contractor and performed by CEC. Determine the amounts of progress payments due based on completion of work. Upon completion of review, submit recommendations to Town for payment of invoices to the Contractor.

Assist the Town in preparing and evaluating required field changes, change orders, or contract modifications requested by the Contractor and submit them to the Town for approval. Provide the Contractor with instructions issued by the Town 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.

Upon receiving written notice from the Town that the Project is substantially complete, conduct a one-time comprehensive review of the Project, prepare a punch list of items needing completion or correction, forward said list to the Town and Contractor, and provide written recommendations to the Town concerning the acceptability of work done and the use of the Project. Upon receiving written notice from the Town that the Project is finally complete, perform final site observations in conjunction with the Town to verify the punch list has been completed and the Project is ready for its intended use, and assist the Town in closing out the construction contract. Prepare and submit the Project Final Certification which shall include a summary Project personnel, final as-built Project features, construction activities, change orders, and other significant milestone dates and comments. Prepare and submit the Agency Final Certifications.

## **TASK 2 CONSTRUCTION OBSERVATIONS**

Provide on-site inspection by a competent and qualified technical representative including the following. Provide on-site determinations of compliance with the Permits, Construction Plans and Technical Specifications, determination of work completed, keeping detailed records of quantities of materials, maintaining weather and working day reports, listing equipment on site, and reporting Contractor's performance and daily activities. The budget includes daily monitoring for 40 days based on a fixed daily rate and 30 half-days on a fixed half-day rate. Payment will be based on the actual number of site visits requested by the Town. Communicate with the Town and Contractor and make deliberate efforts to provide inspection services only when the Contractor, their surveyors, or subcontractors are working.

Perform some or all of the following specific activities during their observation period:

- **Project Layout:** Monitor the Contractor's layout of the Project to assure its compliance with the Construction Plans and Technical Specifications.
- **Site Access and Environmental Impacts:** Monitor that the Contractor accesses the site through approved routes and conducts their work in accordance with the environmental protection measures as defined in the Permits, Construction Plans, and Technical Specifications. Document and report to the Town any non-compliance with these measures as soon as practicable after observing same.
- **Construction Progress:** Monitor the progress of construction performed by the Contractor and any sub-contractors for conformance to the Construction Plans and Technical Specifications and any field or change orders issued by the Town. The Owner's Representative shall monitor the outfall of the hydraulic dredging activities and fill placement on the schedule and method defined in the Permits and FDEP approved Sediment Quality Assurance / Quality Control Plan (QA/QC) to verify that the fill material is excavated and placed in accordance with the Permits. Complete and submit inspection reports to the Town for review including the Contractor's daily activity, significant events, amount of work performed including quantities of material placed, equipment on site, weather conditions, and any other pertinent information.
- **Dredge Quality Management:** Review the Contractor's daily dredge reports to verify compliance with the Project Technical Specifications and QA/QC Plan.
- **Observation of Surveys:** Observe the surveys conducted by the Contractor's surveyor to verify that methods, instrumentation, benchmarks, and records are done in accordance with the Project Technical Specifications.
- **Sediment Placement:** Conduct sediment sampling and analyses during construction and post-construction in accordance with the FDEP approved QA/QC Plan.
- **Monitors:** Coordinate with the Contractor's biological monitors for shorebird protection and the Town's sea turtle monitors.
- **Compaction Testing:** Conduct compaction testing to verify the Contractor's tilling was completed in accordance with the Permits.

## **TASK 3 CONSTRUCTION SURVEYS**

Conduct the pre- and post-construction beach profile surveys (before dredge and after dredge) in acceptance sections having an approximate length of 1,000 feet per section. Pay profiles of active beach zone will be collected at 100-ft intervals from 400 feet north to 400 feet south of permitted fill limits. Compute the pay volumes.

## **TASK 4 PHYSICAL MONITORING**

Conduct the following monitoring activities in accordance with the FDEP approved Physical Monitoring Plan and current version of the "Monitoring Standards for Beach Erosion Control Projects" as established by the FDEP. Project horizontal reference will be the Florida State Plane Coordinate System, West Zone (0902), NAD 83 in US Survey Feet. Project vertical reference will be the North American Vertical Datum of 1988 (NAVD88), in feet. Water depths will be corrected for tidal variations and reduced to Project vertical datum.

Establish horizontal and vertical control, one-time, on the uplands within the Project to be used for survey control and by the Contractor for survey control and construction stake-out of the work limits.

Conduct pre-construction and post-construction beach profile monitoring surveys of the active beach zone along the shoreline at each reference monument (R monument) from C174-A to R-210 including seven (7) half-monuments along the historical azimuths and extents.

Contract with a certified laboratory to conduct sediment testing on the post-construction samples in accordance with the FDEP approved QA/QC Plan.

Contract with an aerial company to collect aerial photography of the beach concurrently with the post-construction survey, as close to the date of the beach profile surveys as possible, and during approximate low water tide on that date.

Prepare and submit to the agencies the Post-Construction / Physical Monitoring Report including the results of the monitoring surveys indicating the performance of the beach fill project, identifying erosion and accretion patterns within the monitored area, and presenting the survey data and deliverables.

#### **TASK 5 ENVIRONMENTAL MONITORING**

Retain agency approved Shorebird Consultants to conduct the Permit required monitoring and reporting for the 2024 shorebird nesting season and assisting with establishing Permit required signage and marking. Provide technical support services for the Town through the Shorebird Consultants' implementation of the monitoring, reporting, and signage. Prepare graphics showing nesting locations and similar information derived from Shorebird Consultants daily reports. Prepare and submit construction monitoring report to the agencies.

Retain agency approved Shorebird Consultants to conduct the Permit required post-construction wintering bird monitoring and reporting in accordance with the Project Permits from completion of construction to May 15, 2025. Surveys shall be conducted three times per 30-day period. Prepare and submit first year post-construction wintering bird monitoring report to the agencies.

#### **TASK 6 FUNDING, ADMINISTRATION, AND STAKEHOLDERS**

Prepare Resolution for Town Council to approve agreeing to provide the local cost-share and affirming their support for Project and the FY2025-2026 Funding Request. Assist the Town prepare and submit the FY2025-2026 Funding Application to the State for inclusion in the Beach Management Funding Assistance Program. Respond to one DEP Request for Additional Information per Funding Request.

Throughout the progress of work under the above sub-tasks, manage and coordinate the Project team's internal efforts and maintain informal contact with the Town staff. "Informal contact" includes meeting with the Town's Project Manager routinely, necessary telephone contact, emails, and similar activities. Prepare written monthly progress reports. Prepare Project schedule and update it as tasks and milestones are met.

Attend and present at two(2) meetings such as Town Council, Town Committees, and Tourist Development Council. Provide technical support services for the Town specific to stakeholder coordination. Prepare for and participate in the meetings. Prepare a written summary of the meetings.

#### **TASK 7 BORROW AREA SURVEYS**

If the Contractor utilizes the Nearshore Borrow Area, conduct pre-construction and post-construction surveys of the Nearshore Borrow Area along the historical azimuths and extents.

If the Contractor utilizes the Offshore Borrow Area, conduct pre-construction survey of the Offshore Borrow Area in accordance with the Bureau of Ocean Energy Management standards and methods described in the U.S. Army Corps of Engineers Hydrographic Survey Manual EM 1110-2-1003. The survey includes a multibeam hydrographic survey plan designed to develop 100% sounding coverage of the survey area to a grid resolution of 3 feet x 3 feet. The trackline plan will consist of generally parallel lines spaced at appropriate intervals (depending on depth) to accomplish the full bottom coverage objective with appropriate line to line overlap. Planned trackline spacing is variable and based on a three times water depth spacing with 10%

overlap. Additional crosslines will be collected at a trackline spacing of 1000 feet for QA/QC purposes. The surveys will extend a minimum of 500 feet beyond the planned excavation limits of the borrow area.

The budget is based on one pre-construction survey of the Offshore Borrow Area. The post-construction survey would be conducted by Lee County as their pre-construction survey for their project.

## **DELIVERABLES**

### Task 1

- Pre-Construction Meeting Minutes
- Technical Review Memorandum of Work Plan, Shop Drawings, and Submittals
- Construction Progress Meeting Minutes
- Pay Request Reviews and Recommendations
- Field Orders, Changes Orders, and Contract Modifications
- Contract Document Interpretation
- Certificate of Substantial Completion and Punch List
- Certificate of Final Completion
- Agency As-Built Certifications (FDEP and USACE)

### Task 2

- Construction Observation Reports

### Task 3

- Pay Survey Field Notes, Profiles Plots, Pay Quantity Calculations and Data Files

### Task 4

- R-monument Profile Survey Field Notes, Plots, and Data Files
- Sediment Sampling Laboratory Test Results
- Physical Monitoring Report

### Task 5

- Nesting Shorebird Monitoring Report
- Wintering Bird Monitoring and Report

### Task 6

- FY2025-2026 Funding Application
- Meeting Presentations
- Project Schedule

### Task 7

- Borrow Area Survey Field Notes, Cross Section Plots and Data Files

EXHIBIT B

Date: March 20, 2024

COMPENSATION AND METHOD OF PAYMENT  
ESTERO ISLAND BEACH NOURISHMENT PROJECT

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	Construction Management	\$63,820	LS	W.I.P.P.
Task 2	Construction Observations	\$108,600	LS	W.I.P.P.
Task 3	Construction Surveys	\$155,080	LS	W.I.P.P.
Task 4	Physical Monitoring	\$76,550	LS	W.I.P.P.
Task 5	Environmental Monitoring	\$35,600	LS	W.I.P.P.
Task 6	Funding, Administration, and Stakeholders	\$10,960	LS	W.I.P.P.
Task 7	Borrow Area Surveys	\$44,990	LS	W.I.P.P.
TOTAL		\$495,600	LS	

(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 12/27/2023, 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 12/27/2023, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: March 20, 2024

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE \*\*\* FOR  
ESTERO ISLAND BEACH NOURISHMENT PROJECT

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)
Principal Engineer			\$225
Principal Surveyor			\$225
Coastal Modeler			\$155
Managing Consultant			\$162
Project Consultant			\$139
Staff Consultant			\$118
2-Man Survey Crew			\$127
1-Man Survey Crew			\$93
Crew Chief			\$116
Crew Member			\$89
Construction Manager			\$108
Senior Designer			\$126
Senior Coordinator			\$89
Laborer			\$52

\*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: March 20, 2024

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS  
ESTERO ISLAND BEACH NOURISHMENT PROJECT

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
RTK (per day)	\$150
Survey Boat (day)	\$400
Bathymetric Survey System (day)	\$600
<b>NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).</b>	
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: March 20, 2024

TIME AND SCHEDULE OF PERFORMANCE  
ESTERO ISLAND BEACH NOURISHMENT PROJECT

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	Construction Management	150	150
Task 2	Construction Observations	150	150
Task 3	Construction Surveys	150	150
Task 4	Physical Monitoring	90	240
Task 5	Environmental Monitoring	400	400
Task 6	Funding, Administration, and Stakeholders	400	400
Task 7	Borrow Area Surveys	60	460

EXHIBIT D

Date: March 20, 2024

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

ESTERO ISLAND BEACH NOURISHMENT PROJECT

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