

**RESOLUTION NUMBER 24-55**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING A SUPPLEMENTAL TASK AUTHORIZATION TETRA TECH, INC. NOT TO EXCEED \$68,830.00 FOR WATER UTILITIES FOR MARINA BOOSTER PUMP STATION REHABILITATION; AUTHORIZING THE TOWN MANAGER TO SIGN THE SUPPLEMENTAL TASK ORDER; AND PROVIDING 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 is requesting Tetra Tech, Inc.'s assistance with professional services required to implement the proposed emergency; and

**WHEREAS**, the Town's existing pumps and electrical components were submerged in salt water during Hurricane Ian; and

**WHEREAS**, the Town of Fort Myers Beach accepts potable water from Lee County on the west side of San Carlos Blvd Bridge over Matanzas Pass near Moss Marine. Once on island, potable water enters the Town's transmission network where the pressure is boosted by the Marina Booster Pump Station; and

**WHEREAS**, without this pump station, the Town cannot fill our two (2) storage tanks, or provide adequate pressure, in accordance with Florida Department of Environmental Protection (FDEP) 62-555.320(15)(a)2, which is a minimum of 20 pounds per square inch (psi) (pressure) throughout the island; and

**WHEREAS**, the Town Council has determined it is in the best interest of the Town to approve the requested Supplemental Task Order.

**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 Authorization between the Town and Tetra Tech, Inc. not to exceed \$68,830.00. A copy of the amended Supplemental Task Agreement is attached hereto as Attachment "A".

Section 3. That the Town Manager is authorized to sign the Supplemental Task Authorization between the Town and Tetra Tech, Inc.

Section 4. That this Resolution shall be effective upon adoption.

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

Dan Allers, Mayor	Aye
Jim Atterholt, Vice Mayor	Aye
John R. King, Council Member	Aye
Karen Woodson, Council Member	Aye
Vacant, Council Member	N/A

ADOPTED this 4<sup>th</sup> day of March 2024 by the Town Council of the Town of Fort Myers Beach, Florida.

**FORT MYERS BEACH TOWN COUNCIL**

  
Dan Allers (Jun 21, 2024 12:11 EDT)  
\_\_\_\_\_  
Dan Allers, Mayor

**ATTEST:**

  
\_\_\_\_\_  
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 (Jun 21, 2024 12:47 EDT)  
\_\_\_\_\_  
Vose Law Firm, Town Attorney

This Resolution was filed in the Office of the Town Clerk on the 21<sup>st</sup> day of June 2024.

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

X Supplemental Task Authorization

NO.: 32

CONTRACT/PROJECT NAME: Marina Booster Pump Station Rehabilitation

CONSULTANT: Tetra Tech, Inc.

PROJECT NO.: \_\_\_\_\_

SOLICIT NO.: RFQ-20-22-AD

CONTRACT NO.: 20-22-AD

REQUESTED BY: Mark Ashton

DATE OF REQUEST: 01/25/24

PURCHASE ORDER NUMBER: \_\_\_\_\_

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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: 03/04/24

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: 03/04/24

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: 03/04/24

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED  
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: 03/04/24

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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: \_\_\_\_\_  
Department Director Date

By: \_\_\_\_\_  
Contracts Manager Date

ACCEPTED: Tetra Tech, Inc.

By: \_\_\_\_\_  
Consultant/Provider Date

TOWN APPROVAL:

By: \_\_\_\_\_  
Town Manager Date

STA Amount: N.T.E. \$68,830

Date: 03/04/24

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES  
MARINA BOOSTER PUMP STATION REHABILITATION

**Background:**

The Town of Fort Myers Beach (TOWN) accepts potable water from Lee County on the west side of San Carlos Boulevard Bridge over Matanzas Pass near Moss Marine. Once on island, potable water enters the Town's transmission network where the pressure is boosted by the Marina Booster Pump Station which consists of two (2) vertical turbine pump in cans. The Booster Station was initially constructed in 1980 and has been owned and maintained by the TOWN since they took possession of the system.

Due to its age and condition, it is recommended that the station be completely rebuilt in the near future. This will require the station to be brought into compliance with existing codes, including elevating the station approximately 10 +/- feet to above the 100-year flood elevation; replacing the piping, valves and cans; and due plans by the landowner to develop the property where the current station sits within an easement, potentially relocating station.

As there are several factors to consider for the long-term improvements and as development of Moss Marine is in its infancy stage, the TOWN desires to proceed now with replacement of the existing pumps and updating of the existing electrical components on an emergency basis, now. This emergency upgrade will also include the addition of variable frequency drives (VFDs) to assist with varying conditions. The existing pumps and electrical components were submerged in saltwater during Hurricane Ian. Although both pumps were removed and the motors were rebuilt, there is great concern as to their longevity. It is intended that these improvements be made as a temporary repair, with long term improvements following up in the near future, no more than 2-3 years. This will give the TOWN time to develop a plan and to work with the developer that owns the land where the current station is located for negotiating a new easement, performing the design, permitting and implementation.

The TOWN has requested Tetra Tech's assistance with the professional services required to implement the proposed emergency improvements. This will include assistance with research to determine the existing pump size in order to match the pump as close as possible to the existing size, and the design for the electrical improvements. It is understood that the electrical improvements will be minimized to utilizing the existing cabinets to the extent possible, although new cabinets may be required for the VFDs.

In order to fast-track the improvements, this scope of services is based on the TOWN direct purchasing the pumps and retaining a vendor directly to perform the installation. This will leave electrical and minor valve/fitting improvements to be performed through the public bidding process. More specifically, the following improvements will be designed under this STA:

- Assisting the TOWN with pump selection (TOWN to work with Pump Vendor for purchase/installation). Pumps to include inverter duty rated motors for use with VFDs.
- Assisting the TOWN (if needed) for specifying replacement valves.
- Design and drawing/technical specification development for the replacement of the existing electrical breakers, controls, transfer switch within the existing cabinetry (to remain).
- Design and drawing/technical specification development for the addition of VFDs for the new pumps in a new standalone cabinet.

This scope of services includes Final Design. Post-Design (bidding and construction management) will be provided under separate authorization.

### **Scope of Services:**

#### **Task 1: Final Design**

1. Perform a site visit in order to collect data and to take measurements to be used in preparation of design drawings.
2. Coordinate with the TOWN in order to try to determine the size of the existing pumps. This will include physical review of the existing pumps for nameplate information; discussions with the pump manufacturer (if known); discussions with Mader Electric who is familiar with the pumps and who recently rewound the motors; and coordination with Lee County regarding any data they may have. (Flow testing is not anticipated to be performed.)
3. Upon completion of the site visit and estimate of pump sizing, the CONSULTANT will proceed with the final design, which will result in preparation of engineering drawings and technical specifications for use in construction by the TOWN's selected Contractor(s). Deliverables will be submitted to the TOWN for review at 75-, and 100-percent completion levels. A review meeting will be held with the TOWN following each submission. The drawings shall generally include, but not be limited to the following:

##### **General – 2 sheets**

Cover Sheet (1 sheet)

General Notes/Sheet Index (1 sheet)

##### **Process/Civil – 2 sheets**

Pump Replacement Plan/Section (1 sheet)

Details (1 sheet)

##### **Electrical – 4 sheets**

Electrical General Notes (1 sheet)

Site Plan (1 sheet)

Control Panel and VFD Plan & Sections (2 sheets)

4. Perform quality assurance/control reviews at the 75- and 100-percent completion stages.
5. Furnish a PDF set of drawings and technical specifications at the 75- and 100-percent completion stages. Comments received from the TOWN following the 75-percent submittal will be incorporated into the 100-percent drawings (ready for bid), as applicable.

#### **Notes:**

1. The proposed design is based on our understanding that as the pumps will be replaced as "like for like", the improvements are considered maintenance and do not require a permit. If it is determined that a permit is required, then our further understanding is that the pump motors, shafts and electrical panels will be required to be raised such that the bottoms of the components are higher than the flood elevation, which for this area is 13.0, approximately 9 feet higher than existing grade. Performing design to elevate these components is not included within this scope of services.
2. No surveying is proposed to be performed. The original 1980 site plan prepared by Johnson Engineering, Inc. and site visit measurements will be used to perform the

design efforts. It is noted that the design drawings from Johnson Engineering do not appear to match the existing field conditions.

3. It is anticipated that the only drawings to be prepared are associated with new panels for the electrical components and new VFDs as well as for the site improvements associated with the pump removal and replacement and associated piping and appurtenances. Where practical, technical requirements will be placed on the drawings in lieu of providing technical specifications.
4. This scope of services does not include preparation of an opinion of costs.
5. It is assumed that the existing electrical service and wire size is adequate to serve the new pumps.
6. This scope of services assumes that the TOWN has legal access to the Booster Station through an existing easement. As such, no efforts related to the easement (modifications or title work) are proposed to be performed.
7. It is anticipated that no permits are required to complete the work in the scope. Any permitting requirements (including Town permits) will require additional scope and fee.

## **Task 2: Bidding & Construction Administration**

- A. Bidding Assistance - Tetra Tech will assist the TOWN with bidding services associated with the electrical improvement portion of the project. It is understood that the TOWN will procure the services associated with the pump and valve replacement. Our proposed services during bidding include the following:
  1. Attend a pre-bid meeting at the TOWN's office.
  2. Assist the TOWN with addressing bidders' questions during the bidding phase through the preparation of answers for the TOWN's inclusion into addenda.
  3. Upon receipt of bids (to be provided by the TOWN), a review will be performed of each bid along with references and a recommendation of award will be made for the lowest responsive, responsible bidder that is determined to be in the best interest of the TOWN.
- B. Construction Administration - During the Construction Phase, Tetra Tech will provide the following limited services:
  1. Prepare conformed documents incorporating any changes made during the addenda process.
  2. Schedule, prepare for and attend a Virtual Pre-Construction meeting via Microsoft Teams with the awarded Electrical Contractor.
  3. Serve as an extension of staff providing project management oversight and coordination activities.
  4. Review shop drawing submittals to determine acceptable of proposed products. It is anticipated that up to 15 shop drawings will be submitted.
  5. Make visits at intervals appropriate to the various stages of construction in order to

observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work. It is anticipated 8 visits will be performed. Based on information obtained during such visits and on such observations, Tetra Tech will determine if such work is proceeding in accordance with the Contract Documents. The purpose of the site visits will be to enable Tetra Tech to observe construction to the extent necessary to certify the project's completion.

6. At the request of the Contractor, attend startup testing (to be performed by the pump manufacturer). Following successful completion of testing, review operation & maintenance manuals associated with the pumps and electrical components.
7. Conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that Tetra Tech may recommend, in writing, final payment to Contractor and give written notice to the Town and the Contractor that the work is acceptable.
8. Prepare a set of reproducible Record Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the TOWN to Tetra Tech and which Tetra Tech and the TOWN consider significant.

Notes:

1. Inspection services are not proposed to be included. If additional field observation beyond the 8 site visits is desired, then a modification to this scope of services would be required.

EXHIBIT B

Date: 03/04/24

COMPENSATION AND METHOD OF PAYMENT FOR  
MARINA BOOSTER PUMP STATION EMERGENCY REHABILITATION

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.)
1	Final Design	\$33,650	NTE	WIPP
2	Bidding & Construction Administration	\$35,180	NTE	WIPP
TOTAL (Unless list is continued on next page)		\$68,830	NTE	

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 03/04/24, 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 03/04/24 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 03/04/24

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR  
MARINA BOOSTER PUMP STATION EMERGENCY REHABILITATION

Consultant or Sub-consultant Name: Tetra Tech, 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)
<b>Standard Rate Schedule As Included with Proposal</b>			

\*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".





EXHIBIT D

Date: 03/04/24

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S) FOR  
MARINA BOOSTER PUMP STATION EMERGENCY REHABILITATION

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
N/A						