

**RESOLUTION NUMBER 25-302**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SUPPLEMENTAL TASK AGREEMENT #14 OF CONTRACT RFQ-21-09-EN BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR ADDITIONAL CONSTRUCTION PHASE SERVICES, RE-SURVEYS, AND SHOREBIRD MONITORING ASSOCIATED WITH THE ESTERO ISLAND SHORELINE PROTECTION PROJECT, AND PERMIT REQUIRED POST CONSTRUCTION WINTER BIRD MONITORING, FUNDING SUPPORT, STAKEHOLDER COORDINATION, AND PROJECT ADMINISTRATION SERVICES FOR A COST OF \$161,720.00; 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's Contractor Ahtna Marine & Construction Company took an additional 192 days to substantially complete the Estero Island Beach Nourishment and Hurricane Recovery Project, and

**WHEREAS**, the Town's Consultant Coastal Engineering Consultants were required to provide continued construction phase services beyond the original contract time including construction management, construction observations, re-surveys, and shorebird monitoring, and

**WHEREAS**, permits from the Florida Department of Environmental Protection and the United States Army Corps of Engineers require winter bird monitoring, funding support, stakeholder coordination and project administration services, and

**WHEREAS**, the Town Council has determined it is in the best interest of the Town to approve the requested Supplemental Task Order #14 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 Supplemental Task Order #14 of Contract # RFQ-21-09-EN between the Town and Coastal Engineering Consultants, Inc., for \$161,720.00. A copy of the Supplemental Task Order #14 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 King and seconded by Council Member Woodson, 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
Scott Safford, Council Member	Aye
Karen Woodson, Council Member	Aye

ADOPTED this 20<sup>th</sup> day of October 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

**FORT MYERS BEACH TOWN COUNCIL**

*Dan Allers*  
Dan Allers (Oct 24, 2025 11:15:25 EDT)

\_\_\_\_\_  
Dan Allers, Mayor

**ATTEST:**

*Amy Baker*  
Amy Baker (Oct 29, 2025 12:01:13 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:**

*[Signature]*  
[Signature] (Oct 23, 2025 15:02:12 EDT)  
\_\_\_\_\_  
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this Oct 29, 2025.

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

Supplemental Task Authorization

NO.: 14

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: August 22, 2025

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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: September 2, 2025

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: September 2, 2025

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: September 2, 2025

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED  
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: September 2, 2025

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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 Kropasch Oct 28, 2025  
Department Director Date

By: Amy Baker Oct 29, 2025  
Contracts Manager Date

ACCEPTED:

By: Michael T. Hoff September 2, 2025  
Consultant/Provider Date

TOWN APPROVAL:

By: WB McKinnay Oct 23, 2025  
Town Manager Date

SCOPE OF PROFESSIONAL SERVICES

ESTERO ISLAND BEACH NOURISHMENT PROJECT: CONSTRUCTION PHASE SERVICES

The Town's CONTRACTOR took an additional 192 days to substantially complete the Estero Island Beach Nourishment and Hurricane Recovery Project. The CONSULTANT provided continued construction phase services beyond the original contract time including construction management, construction observations, re-surveys, and shorebird monitoring. The scope also includes the permit required winter bird monitoring, funding support, stakeholder coordination, and project administration services.

**TASK 1      ADDITIONAL CONSTRUCTION MANAGEMENT**

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.

**TASK 2      ADDITIONAL 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.

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            ADDITIONAL PAY SURVEYS**

Conduct post-construction beach profile surveys of two acceptance sections that has to be repeated due to Town's CONTRACTOR not achieving 90% fill requirements. Compute the pay volumes.

### **TASK 4            2025 SHOREBIRD 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.

### **TASK 5            WINTERING BIRD MONITORING**

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, 2026. 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 FY2026-2027 Funding Request. Assist the Town prepare and submit the FY2026-2027 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.

## **DELIVERABLES**

### Task 1

- Construction Progress Meeting Minutes
- Pay Request Reviews and Recommendations
- Field Orders, Changes Orders, and Contract Modifications
- Contract Document Interpretation

### Task 2

- Construction Observation Reports

### Task 3

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

### Task 4

- Nesting Shorebird Monitoring Report

### Task 5

- Wintering Bird Monitoring and Report

### Task 6

- FY2026-2027 Funding Application
- Meeting Presentations
- Project Schedule

EXHIBIT B

Date: September 2, 2025

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	Additional Construction Management	\$38,290	LS	W.I.P.P.
Task 2	Additional Construction Observations	\$65,160	LS	W.I.P.P.
Task 3	Additional Pay Surveys	\$5,600	LS	W.I.P.P.
Task 4	Shorebird Monitoring	\$39,540	LS	W.I.P.P.
Task 5	Wintering Bird Monitoring	\$8,070	LS	W.I.P.P.
Task 6	Funding, Administration, and Stakeholders	\$5,060	LS	W.I.P.P.
TOTAL		\$161,720	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: September 2, 2025

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			\$255
Principal Surveyor			\$255
Coastal Modeler			\$185
Managing Consultant			\$195
Project Consultant			\$175
Staff Consultant			\$155
2-Man Survey Crew			\$193
1-Man Survey Crew			\$155
Crew Chief			\$155
Crew Member			\$95
Construction Manager			\$128
Senior Designer			\$140
Senior Coordinator			\$100
Laborer			\$55

\*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: September 2, 2025

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: September 2, 2025

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	Additional Construction Management	177	177
Task 2	Additional Construction Observations	177	177
Task 3	Additional Pay Surveys	177	177
Task 4	Shorebird Monitoring	177	177
Task 5	Wintering Bird Monitoring	400	577
Task 6	Funding, Administration, and Stakeholders	300	577

EXHIBIT D

Date: September 2, 2025

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
None						