

1. Requested Motion:

Meeting Date: September 3, 2013

Approve the Design Build Agreement RFQ-13-02-PW *Design-Build Services for Phase I Water Distribution System Improvements* between the Town and Mitchell & Stark Construction Company and Agreement Amendment #1 for Phase I Preliminary Services in the amount of \$743,088.46, and authorize the Town Manager to execute the documents.

Why the action is necessary:

Town Council authorization is required pursuant to the Town's procurement documents to approve all purchases that exceed \$25,000.00.

What the action accomplishes:

Provides authorization to staff to begin the Phase I Water Distribution System Improvements project.

2. Agenda:

- Consent
- Administrative

3. Requirement/Purpose:

- Resolution
- Ordinance
- Other

4. Submitter of Information:

- Council
- Town Staff - Public Works
- Town Attorney

5. Background:

Town Council directed staff to retain a Design Build firm to design and construct improvements to the Town's water distribution system. The first phase of this includes the areas of Laguna Shores, Bay Beach Road and the Basin Based Neighborhood. In addition to the waterline replacement, a stormwater collection system will be constructed and existing infrastructure will be upgraded in the Basin Based Neighborhood. Within the project scope, coordination of improvements to the Lee County Utilities sanitary sewer system is also incorporated.

RFQ-13-02-PW was issued for design-build services through a qualifications process, nine respondents provided proposals, which were reviewed by the Town's Selection Advisory Committee (SAC), with five respondents providing presentations. Town Council accepted the final ranking recommendation of the SAC and authorized staff to finalize and negotiate a contract with the top ranked firm of Mitchell & Stark Construction Co.

The DB Agreement as presented is the base document that provides the structure for the project. Specific work activities will be detailed by Amendment to provide a scope of services and costs associated with all project services. Phase I Preliminary Services includes a complete right-of-way survey of the entire Phase I project area, engineering evaluation and final design within the Basin Based project area, development of 60% design plans for the remaining Phase I area, implementation of the public awareness efforts and development of the project Guaranteed Maximum Price (GMP). The project schedule will also be provided.

Attached is an excerpt from the DB Agreement outlining the Phase I program and Amendment No. 1 with attachments. The Agreement is quite lengthy and available for review or printing.

6. Alternative Action: Take no action

7. Management Recommendations: Approve the Design Build Agreement with Mitchell & Stark Construction Co.

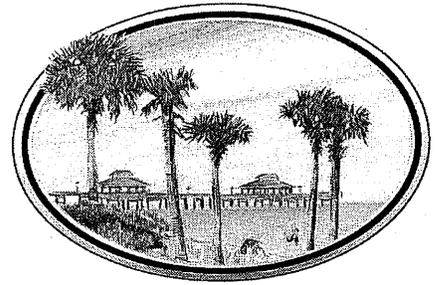
8. Recommended Approval:

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Parks & Recreation Director	Town Clerk
						

9. Council Action:

Approved Denied Deferred Other

TOWN OF FORT MYERS BEACH



MEMORANDUM

DATE: August 26, 2013

TO: Terry Stewart, Town Manager 

FROM: Cathie Lewis, Public Works Director 

SUBJECT: Design-Build Services for Phase I Water Distribution System Improvements

As the Phase I Water Distribution System Improvements project moves forward to request approval from Town Council, I believe there are some program delivery aspects that Town Council may not be familiar with.

As a reminder, this program is not the traditional design- bid-build project delivery method. The Town has selected using the design-build methodology whereby one contract is placed that covers all aspects of the project. In addition, this delivery method does not necessarily consider project price initially, but is based on qualifications and experience. In this case the Town's selected contractor, Mitchell and Stark Construction Company will subcontract with an engineering design professional (Johnson Engineering) and a public awareness firm (Cella, Molnar) to provide all aspects of the project. The Town has also contracted with an engineering design professional to represent the Town throughout the project as well as provide construction inspection services. The Town's representative is Tetra Tech Engineering.

When Town Council approves the contract with Mitchell and Stark, it is important to understand that no other project work has been started, except the preliminary design for the stormwater infrastructure within the Basin Based Project area which is a part of the Phase I area. The initial stages of the project will include those beginning aspects of all utility projects, some of which entails surveying, right-of-way evaluation, existing utility locating, geotechnical evaluation and permitting. All of that information is put together to create the construction design plans.

Once that plan evaluation and development is completed, the construction contractor can develop their construction costs. This cost will become the Guaranteed Maximum Price (GMP), which is the contractor's estimated cost to perform the remaining aspects of the project. This includes the remaining engineering, public awareness and construction aspects of the project.

A GMP can be developed when the initial contract is put in place or at another date within the project. The GMP is the contractor's estimate for performing all aspects of the project as discussed above. Within the GMP is a built-in contingency to allow for unknowns within the project. These types of "unknowns" are things like finding hard rock formations where sand is expected, buried structures such as trees, poles, rubble, etc. The contingency is used when unknowns are found and minor changes within work activities are needed, if the contingency is not depleted during the project, this amount will be reduced from the final

TOWN OF FORT MYERS BEACH

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project costs. Utilizing this project delivery method is found to reduce the number of change orders issued throughout a project.

In some cases the GMP is agreed upon prior to any project related work is started. This will cause the GMP and contingency to be higher due to the lack of any preliminary work being performed to provide the information a contractor needs to develop a competitive price. For this reason, the GMP on this project will be developed once the preliminary activities are completed.

The documents being put before Town Council are the Design Build Agreement and Amendment #1. The contract is the "bones" of the project which provides for all contractual requirements of the entire Phase I project. It includes sections on the work phasing from preliminary work through final completion and payment. The contract provides for Amendments that will be utilized at various points within the project to establish scope of services and costs associated with the same. It is anticipated, due to the effort to expedite the Basin Based portion of the Phase I project, that there will be multiple Amendments brought forward for Council's approval. Should there be other work outside of the Phase I project area that is added, those services will also be managed through Amendment to the base Agreement, an example of this is the potable water line relocation in Times Square.

Amendment #1 will consist mainly of those described preliminary items including geotechnical work and surveying for the entire Phase I project area, engineering evaluation and final design of the stormwater infrastructure and complete design of the potable water infrastructure within the Basin Based project area, development of 60% design plans for the remaining Phase I area, and implementation of the public awareness efforts. It is intended that the project GMP will be finalized at completion of the preliminary work activities. The GMP will be brought forward utilizing an Amendment as well.

Another project provision within the Design Build Agreement is the ability for the Town to direct purchase the goods and materials that the contractor will be using to perform construction. This provides a savings to the Town as the Town does not pay sales tax, nor will it have to pay the contractor's overhead for these purchases. It does however; require that the Town accept liability for the purchases once delivered to the project.

In recent months I asked the Town's representative to update the Phase I preliminary cost estimates that I prepared some years ago. I am comfortable that based on the preliminary scope of work that is provided with Amendment #1, the project will be within the probable cost estimates recently updated. Below is that updated information.

TOTAL PHASE 1 IMPROVEMENTS

<u>Area</u>	<u>Extended Cost</u>
Bay Beach Lane	\$490,698
Basin Based Neighborhood	\$3,423,646
Laguna Shores	\$790,302
TOTAL	\$4,704,646

Please let me know if you have any questions or require additional information.

Excerpt from DB Agreement RFQ-13-02-PW



TOWN of FORT MYERS BEACH
RFQ #13-02-PW Design-Build Services for Phase 1 Water Distribution System Improvements

DESIGN-BUILD AGREEMENT

THIS Agreement is made and entered into this ___ day of _____, 2013, by and between **THE TOWN OF FORT MYERS BEACH, FLORIDA**, whose address is 2523 Estero Blvd., Fort Myers Beach Lee County, Florida, 33931 (hereinafter "TOWN") and **MITCHELL & STARK CONSTRUCTION CO.**, whose address is 9009 High Cotton Lane, Fort Myers, FL 33905 (hereinafter "FIRM").

WHEREAS, TOWN, utilizing a qualifications-based selection process, solicited proposals from firms with specialized skills and interest in providing professional services for the design and construction of a project to be known as "Phase 1 Water Distribution Improvements"; and

WHEREAS, FIRM was determined by TOWN, through its Selection Advisory Committee process, to be the best qualified to render the required services; and

WHEREAS, TOWN desires to engage the services of FIRM to provide professional services for the design and construction of the Project; and

WHEREAS, TOWN and FIRM, in reliance on the information contained in the Request for Qualifications and as later approved and ratified by the TOWN as herein above described, now desire to enter into this Agreement with respect to the Project; and

WHEREAS, FIRM has agreed to accept such engagement, on the terms and conditions hereinafter set forth; and.

WHEREAS, this Design-Build Agreement represents the Master Agreement between the TOWN and FIRM and shall be modified through the course of the Project, by Written Amendment representing specific Project Phase's Work Authorizations included in this Project, as well as any work the TOWN may decide to add beyond the Phase 1 Water Distribution Improvements project.

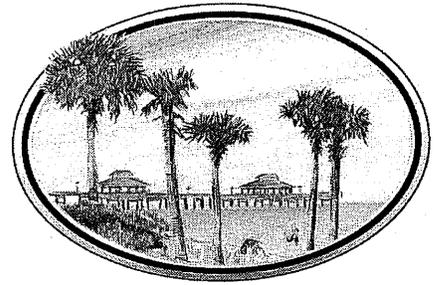
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

ARTICLE 1 – DEFINITIONS

Wherever used in this Agreement or in the other Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural thereof:

- a) **Agreement** – The written agreement between the TOWN and FIRM covering the Work to be performed including other Contract Documents that may or may not be attached to the Agreement or made a part thereof including all subsequent Amendments.
- b) **Change Order** – A document which is signed by FIRM and TOWN and authorizes an addition, deletion or revision in the Work, and/or an adjustment in the Guaranteed Maximum Price or the Contract Time, issued on or after the Effective Date of the Agreement.
- c) **Town/Owner** – The Town Council of the Town of Fort Myers Beach, Florida and its assigns, with whom FIRM has entered into the Agreement and for whom the Work is to be performed.
- d) **Contract Documents** – The Contract Documents consist of the Drawings, Plans and Specifications, Non-Collusive Affidavit, Public Entity Crimes Form, this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Public Construction Bond(s), the Request for Qualifications document, its terms and conditions therein, and FIRM'S response, any additional documents which are required to be submitted under this Agreement, and all Written Amendments, modifications and

TOWN OF FORT MYERS BEACH



MEMORANDUM

DATE: August 26, 2013

TO: Terry Stewart, Town Manager 

FROM: Cathie Lewis, Public Works Director 

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Excerpt from DB Agreement

RFQ-13-02-PW



TOWN of FORT MYERS BEACH

RFQ #13-02-PW Design-Build Services for Phase 1 Water Distribution System Improvements

- supplements, Field Orders, Change Orders and Work Change Directives issued on or after the effective date of the Contract.
- e) Firm – Is the successful Construction Company and its subconsultants (design/build team) selected by the Town to perform all Work associated with this Agreement and Contract Documents as it relates to the Phase I Water Distribution Improvements.
 - f) Town's Project Manager – The person designated by the Town Manager to provide direct interface with the Firm with respect to the Town's responsibilities.
 - g) Town's Representative – A professional consultant hired by the Town to provide technical expertise and guidance to the Town related to all matters related to this Agreement and its related project.
 - h) Field Order – A written order issued by TOWN which orders minor changes in the work but which does not involve a change in the Guaranteed Maximum Price or the Contract Time.
 - i) Notice of Award – The written notice by TOWN to the FIRM stating that upon compliance by the FIRM with the conditions precedent enumerated herein, within the time specified, TOWN will sign and deliver the Agreement.
 - j) Notice to Proceed – A written notice given by TOWN to FIRM fixing the date on which the Contract Time will commence to run and on which FIRM shall start to perform FIRM'S obligations under the Contract Documents.
 - k) Specifications – Those portions of the Contract Documents, consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
 - l) Subcontractor – An individual, or corporation having a direct Contract with FIRM or with any other Subcontractor for the performance of a part of the Work at the site.
 - m) Substantial Completion – Substantial Completion shall be determined by the Engineer of Record in concurrence with TOWN and TOWN'S Representative and shall be deemed to be that point in the project when the work, or an agreed upon portion thereof, is sufficiently complete to be used for its intended purpose.
 - n) Project – Is the result of performing services, specifically including, but not limited to, professional design services, surveying and construction, furnishing labor, soil borings, testing services, equipment and materials incorporated, used or incorporated in the design and construction of the entire project as required by the Contract Documents.
 - o) Work Change Directive – A written directive to FIRM issued on or after the Effective Date of the Agreement and signed by TOWN and recommended by TOWN'S Project Manager ordering an addition, deletion or revision in the Work. A Work Change Directive itself shall not change the Guaranteed Maximum Price or Time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Guaranteed Maximum Price or Contract Time.
 - p) Written Amendment – A written document that shall be utilized to facilitate Work Authorizations associated with the various phases for the Project, to change the scope of the Project and to change Contract Documents, signed by TOWN and FIRM on or after the Effective Date of the Agreement.
 - q) Work Authorization – A written document that specifically details the scope of services, costs associated with the services related to the Project phases and additional services that may be added as part of this Agreement and will make up the components of a Written Amendment. A Work Authorization is separate and apart from a Change Order.

ARTICLE 2 - SCOPE OF WORK

2.1 FIRM shall, upon execution of this agreement and issuance from the TOWN of the Notice To Proceed, proceed with the services for the Project (herein described as "Phase One—Preliminary Services"). Subsequently, upon issuance of a Written Amendment, the FIRM may provide services consisting of completion of the construction documents (herein described as Phase Two) and construction

Excerpt from DB Agreement RFQ-13-02-PW



TOWN of FORT MYERS BEACH RFQ #13-02-PW Design-Build Services for Phase 1 Water Distribution System Improvements

of the project (herein described as Phase Three). At TOWN's sole option, and subject to successful negotiation with FIRM, the Scope of Work may be expanded to include additional Phases of the TOWN's planned Water Distribution Improvements.

2.1.1 – Should the TOWN not proceed with the FIRM for completion of design and construction of the Project, and TOWN notifies FIRM of same, FIRM shall provide TOWN with five sets of printed copies, one electronic reproducible set in AutoCAD Civil 3D 2011 or later version, if approved, and one PDF version of the Phase One work product deliverables. Further, the TOWN shall have right to use the documents subject to the following:

- 1.) Satisfactory payment to FIRM for Phase One services, and
- 2.) TOWN'S indemnification of FIRM, to the extent permitted by law, from any claim arising from TOWN'S use of the documents, and
- 3.) TOWN'S delivery of a letter to FIRM acknowledging that use of the documents is subject to the statutes and provisions of professional practice of Engineering, and
- 4.) FIRM shall have no further responsibility or liability for TOWN'S or any subsequent FIRM'S use of the cost, schedule or design information provided by FIRM.

2.1.2 – Portions of the Project may be funded through grant programs. The FIRM shall comply with all requirements and conditions related to these grant programs.

2.2 PHASE ONE — PRELIMINARY SERVICES

2.2.1 Services – This phase of the work includes the services necessary to generate a Guaranteed Maximum Price for the Project. More specifically, and as detailed within Amendment No. 1, the work for this phase shall include the following:

- Discussions with the TOWN to confirm the program for the Project.
- Initiating environmental assessments, as may be required.
- Development of construction design plans to a minimum of sixty (60%) complete.
- Initiation of the permitting process. (Application Fees, if any, to be paid separately by TOWN.)
- Preparation of Specifications which describe the project using the Construction Specifications Institute (CSI) fifty-division format.
- Preparation of a Public Information Plan describing the methods of informing the media and residents of the progression of the project, and initiation of that plan.
- Initiation of public awareness activities, as approved by the TOWN.
- A preliminary project schedule indicating key dates for design, permitting, construction and completion.
- Formulation of a guaranteed maximum price for the Project.

2.2.2 Schedule – FIRM shall complete the work described in Phase One within 240 days from the date of TOWN'S Notice to Proceed. This schedule may be modified as mutually agreed upon by the Town and the FIRM.

2.3 PHASE TWO — CONSTRUCTION DRAWINGS AND SPECIFICATIONS

2.3.1 Services – This Phase includes the work necessary to finalize the Design-Build Construction Documents and Specifications for the Project. Services include a complete set of design drawings showing the alignment (with plan and profile views) for all waterline and service line connections, stormwater infrastructure (where appropriate), Lee County Utilities sanitary sewer improvements (where appropriate), easement and Right-of-Way (ROW) plans, a maintenance of traffic plan for any anticipated

Excerpt from DB Agreement

RFQ-13-02-PW



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lane closures foreseen, erosion and sediment control measures, and appropriate details for the construction. All design shall be performed in AutoCAD Civil 3D 2011 or later version if approved.

2.3.2 Permitting – preparation and submittal of design drawings to a level and in a manner which is acceptable for the local and state permitting process.

2.3.3 Schedule – A specific schedule for the project will be provided together with the Phase One Design Build Services Proposal. Permitting is subject to local and state agency review schedules.

2.3.4 Fee – The fee for this phase of work will be included in the guaranteed maximum price provided with the Phase One Design Build Services Proposal and added to this contract by Written Amendment.

2.3.5 Public Information – Implementation of Public Information Plan for preconstruction activities, including media coverage, Town Hall meetings and web site.

2.4 PHASE THREE — CONSTRUCTION AND CONSTRUCTION ADMINISTRATION

2.4.1 Services – This phase of the work includes the following items:

- Construction in compliance with the applicable codes and standards while maintaining full and complete operation of all existing utility infrastructure.
- Scheduling.
- Coordination with the Town.
- Subcontracting and subcontractor management.
- Quality Assurance.
- Public Information for daily activities of Construction
- Construction Administration.
- Testing Services
- Restoration
- As-Built Documentation
- Certification
- Any other items or services necessary to provide fully functional utility infrastructure

2.4.2 Financial Obligations – The guaranteed maximum price for the Construction Phase of the Work will be presented at the completion of the Phase One Preliminary Services and will include all fees for Phase Two and Phase Three.

ARTICLE 3 - CONTRACT DOCUMENTS

3.1 The Contract Documents are intended to permit the parties to complete the Project and all obligations required by the Contract Documents within the contract time for the compensation set forth in **Articles 4** and **5**. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in Section 3.2 hereof.

3.2 ENUMERATION OF CONTRACT DOCUMENTS — The Contract Documents which comprise the entire agreement between TOWN and FIRM are attached to this Agreement, made a part hereof and consist of the following:

Excerpt from DB Agreement RFQ-13-02-PW



TOWN of FORT MYERS BEACH
RFQ #13-02-PW Design-Build Services for Phase 1 Water Distribution System Improvements

3.2.1 Any modification, including all Change Orders, Written Amendments and Work Change Directives duly delivered after execution of this Agreement.

3.2.2 This Agreement as fully executed by the TOWN and FIRM including all pages.

3.2.3 Clarifications and Exclusions submitted by FIRM to TOWN as a part of the Phase One Design-Build Services Proposal.

3.2.4 Drawings and Specifications - to be supplied by FIRM and approved by TOWN in accordance with the provisions of the Agreement. The most recent issue of the Drawings and Specifications approved by TOWN shall take precedence over previously issued Drawings and Specifications. The TOWN shall provide guidance and approval should a conflict between the Drawings and Specifications occur.

3.2.5 Design-Build Services Proposal submitted by FIRM to TOWN.

3.2.6 Schedule of Values – to be approved by the parties when the final form is developed, and will then be identified by the parties as constituting the approved Schedule of Values.

3.2.7 Public Construction Bond.

3.2.8 Insurance certificate – to be supplied by FIRM before the Work commences.

3.2.9 Notice of Award and Notice to Proceed – to be supplied by the TOWN at the times appropriate under the Agreement.

3.2.10 All applicable provisions of State, Federal or local law that may or may not be included or referenced within this Agreement.

3.2.11 The Request for Qualifications document in its entirety, and FIRM'S response.

3.2.12 Trench Safety Affidavit

3.2.13 Any and all documents required by grant funding agencies

3.3 ENTIRE AGREEMENT — The Contract Documents comprise the entire agreement between TOWN and FIRM concerning the Work. The Contract Documents are complimentary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida.

3.4 INTENT — It is the intent of the Contract Documents to describe a functionally complete project consisting of total design, permitting, public information program, construction and all other efforts required to complete the contract requirements. All work shall be completed in accordance with the Contract Documents by the FIRM. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result will be supplied by FIRM whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect at the time of contract award, except as may be otherwise specifically stated. No provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the

Excerpt from DB Agreement RFQ-13-02-PW



TOWN of FORT MYERS BEACH
RFQ #13-02-PW Design-Build Services for Phase 1 Water Distribution System Improvements

18.1 During the performance of this Agreement, FIRM shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. FIRM will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color or national origin. Such action must include, but not be limited to the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. FIRM shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

18.2 FIRM shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor Regulations (41 CFR Part 60).

18.3 FIRM shall comply with the Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

18.4 FIRM shall comply with the Contract Work Hours and Safety Standards Act (40 US 327330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

18.5 FIRM shall comply with the Florida Trench Safety Act.

18.6 FIRM shall comply with the OSHA Safety Act

ARTICLE 19 - AT-RISK AGREEMENT

19.1 FIRM agrees that this is an at-risk Agreement, which is contingent, and that TOWN shall not be responsible for any payments to FIRM except for those described in **Article 5** and incorporated into this Agreement by Amendment. The parties also agree that **Article 5**, and supporting Amendments, herein constitutes the Guaranteed Maximum Price that TOWN will incur under this Agreement, and that FIRM shall incur the risk of any cost overruns in excess of the negotiated Guaranteed Maximum Price and any agreed upon amendments thereto..

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

TOWN

BY: Town of Fort Myers Beach

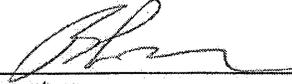
Terrance Stewart, Town Manager

Date: _____

ATTEST:

PROVIDER:

BY: Mitchell & Stark Construction Co.


Signature

Brian Penner
Printed name of person signing

Excerpt from DB Agreement RFQ-13-02-PW



TOWN of FORT MYERS BEACH
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BY: _____
Michelle Mayher, TOWN CLERK

Title (printed)

APPROVED AS TO LEGAL FORM:

BY: _____
Fowler, White, Boggs, TOWN ATTORNEY

AMENDMENT NO. 1
DESIGN-BUILD AGREEMENT

This AMENDMENT TO THAT CERTAIN DESIGN-BUILD AGREEMENT, entered into on _____, 2013, is made this ___ day of _____, 2013, by and between the Town of Fort Myers Beach, 2523 Estero Boulevard, Fort Myers Beach, FL 33931, a municipal corporation of the state of Florida (hereafter "TOWN"), and Mitchell & Stark Construction Co. which is legally registered in the State of Florida (hereafter FIRM), to render services, as an independent contractor, to the TOWN as follows: Phase 1 Water Distribution Improvements, Town of Fort Myers Beach.

WITNESSETH:

WHEREAS, the Town of Fort Myers Beach, is the governing board of the Fort Myers Beach and Mitchell & Stark Construction Co. has been contracted to provide services consisting of the design and construction of the Phase 1 Water Distribution Improvements project and,

WHEREAS, the TOWN and FIRM desire to amend said Agreement to include the Phase I – Preliminary Services;

NOW THEREFORE, in consideration of the forgoing, and the mutual covenants and conditions hereinafter set forth, the TOWN and FIRM, intending to be legally bound, hereby agree to this Amendment to the Design Build Agreement as follows, and further detailed in Attachment 1 & 2:

1. Services – This phase of the work includes the services necessary to generate a Guaranteed Maximum Price for the Project and the work for this phase shall include the following:
 - Discussions with the TOWN to confirm the program for the Project.
 - Initiating environmental assessments, as may be required.
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 - Initiation of public awareness activities, as approved by the TOWN.
 - A preliminary project schedule indicating key dates for design, permitting, construction and completion.
 - Formulation of a guaranteed maximum price for the Project.

2. Schedule – FIRM shall complete the work described in Phase One within 270 days from the date of TOWN'S Notice to Proceed. This schedule may be modified as mutually agreed upon by the Town and the FIRM.

IN WITNESS WHEREOF, the parties have executed this agreement as set forth below.

TOWN OF FORT MYERS BEACH

MITCHELL & STARK CONSTRUCTION CO.

Terry Stewart, Town Manager



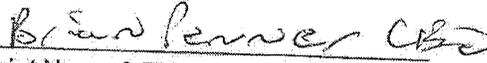
Brian Penner

ATTEST:

WITNESS:

Michelle Mayher, Town Clerk




Print Name & Title

LEGAL REVIEW

Fowler, White Boggs, Town Attorney

Attachment 1 & 2

SCOPE OF SERVICES FOR PHASE ONE OF THREE PHASES FOR THE RFQ-13-02 PHASE ONE WATER DISTRIBUTION SYSTEM IMPROVEMENTS

PROPOSED TEAM

Town of Fort Myers Beach – Owner (hereinafter the “TOWN”)

Mitchell & Stark Const. Co. Inc. (M&S) – Prime Construction (hereinafter “the FIRM”)

Johnson Engineering (JEI) – Engineering, Survey & CEI Sub-Consultant (hereinafter “SUB-CONSULTANT”)

Cella Molnar & Associates (CMA) – Public Awareness Sub-Consultant

PROJECT BACKGROUND:

This project includes the replacement of the existing potable water distribution system with an upgraded system that meets current water service and fire protection standards of residential areas in the TOWN, as well as improvements to the storm water conveyance system for the Basin Based Neighborhood. The project includes three (3) areas: Bay Beach lane, Laguna Shores and the Basin Based Neighborhood. The streets included in each area are outlined in Table 1 below.

Bay Beach Lane and Laguna Shores

Under this contract/phase the Bay Beach Lane and Laguna Shores areas will include all the necessary professional services required to provide 60% level construction plans. The 60% construction plans will be used to generate a Guaranteed Maximum Price (GMP) for the construction of the new potable water system for these areas. Professional fees associated with generating the final construction plans, permitting and construction administration for the potable water system for these areas will also be included in the GMP.

Basin Based Neighborhood

This contract/phase includes the 100% final design and permitting for both potable water and storm drain improvements within this area. The project grant includes all eighteen (18) roads within the basin area however only six (6) of the roads have been designed and permitted. Under this contract the final plans for both potable water and drainage improvements within this area will be accelerated for the six (6) permitted roads in order to meet the drainage grant deadline of April 2014. SUB-CONSULTANT will prepare final construction plans for both potable water and drainage for the other twelve (12) roads. Every effort will be made to accelerate these twelve (12) roads as well but depending on design schedule, permitting requirements and grant acceptance these roads may not be completed by the April 2014 grant deadline. This contract/phase also includes generating a Guaranteed Maximum Price (GMP) for the construction of the new potable water system and storm drain improvements for all roads within the Basin Based Neighborhood. Due to grant timing, the GMP for the six (6) roads may be prepared separate from the remaining twelve (12).

Table 1 identifies the roads and proposed improvements for the project and all footages are approximate:

Table 1 – Roads & Improvements.

PHASE 1 WATER DISTRIBUTION SYSTEM IMPROVEMENTS		
AREA 1 – BAY BEACH LANE		
<i>Alignment</i>	<i>Drainage Grant Funded (Linear Feet)</i>	<i>Water Main (Linear Feet)</i>
Bay Beach Lane	n/a	4,800
Subtotal:	n/a	4,800

AREA 2 – LAGUNA SHORES		
<i>Alignment</i>	<i>Drainage Grant Funded (Linear Feet)</i>	<i>Water Main (Linear Feet)</i>
Buccaneer Drive	n/a	2,520
Lagoon Road	n/a	2,440
Tarpon Road	n/a	610
Redfish Road	n/a	640
Lagoon Vista Street	n/a	400
Starfish Circle	n/a	180
Seahorse Lane	n/a	165
Sand dollar Lane	n/a	240
Estrallita Drive	n/a	1,220
Little Carlos Lane	n/a	350
Subtotal:	n/a	8,765

TASK INDEX

- 1.0 Project Management
- 2.0 Water Main Design Services (Bay Beach Lane & Laguna Shores)
- 3.0 Water Main & Storm Drain Design (Basin Based Neighborhood)
- 4.0 Design Services (Lee County Utilities Wastewater)
- 5.0 Surveying Services and Subsurface Utility Engineering
- 6.0 Sketch & Descriptions
- 7.0 Permitting Assistance
- 8.0 Reimbursable
- 9.0 Public Awareness

TASK 1.0 – PROJECT MANAGEMENT

SUB-CONSULTANT will provide the following project management services:

- Initial Kick-Off Meeting – The SUB-CONSULTANT will attend an initial kick-off meeting with FIRM and the TOWN to review project objectives and standards for completing the work. SUB-CONSULTANT will prepare a written meeting memorandum summarizing the discussion and project action plan.
- Project Timeline/Staffing Plan – SUB-CONSULTANT will assist with the preparation of an initial project timeline for submittal to the TOWN at the Initial Kick-Off Meeting. The SUB-CONSULTANT will update the schedule throughout the duration of the project and provide a copy of the updated schedule to the TOWN at each monthly progress meeting. SUB-CONSULTANT will provide schedules in Microsoft Projects format.
- Design Team Meetings – SUB-CONSULTANT will attend up to six (6) design-team meetings during the design phase of this project. Meetings with TOWN staff to review design plans and generate suggestions

and comments for incorporation into the design at 60% and 90% completion shall be considered part of this service. If less meetings are needed an appropriate credit will be given.

Firm will provide the following Project Management services:

The Firm will attend Initial Kick- Off Meeting with the Town and its Sub Consultants and review written meeting memorandum summarizing the discussion and project action plan. The Firm will prepare with its Sub-Consultants for the Initial Kick-Off Meeting. For the Project Time Line/Staffing Plan the Firm will provide input into the Plan, meet with the Sub-Consultant on the Plan and review and approve the final Plan. For the Design Team Meeting the Firm will attend up to Six of these meetings. If fewer meetings are required an appropriate credit will be given.

TASK 2.0 – WATER MAIN DESIGN SERVICES (BAY BEACH LANE & LAGUNA SHORES)

SUB-CONSULTANT will provide the following services:

SUB-CONSULTANT shall furnish design services necessary for the preparation of construction plans and specifications for water system improvements in accordance with the TOWN specifications that are in effect on the date that the TOWN approves the AGREEMENT. This task will include preparing 60% construction plans to assist with the formulation of the Guaranteed Maximum Price (GMP). Final design, permitting and construction administration for these improvements will be included in the GMP.

- Coordinate with Other Utilities – SUB-CONSULTANT will contact electric, telephone, cable, gas, and traffic signal service providers to request copies of existing facility record drawings and maps. SUB-CONSULTANT will provide a copy of the information received to the TOWN. Additionally, SUB-CONSULTANT will provide 60% design plans to other utility providers for feedback regarding possible conflicts with proposed facilities.
- Perform field reconnaissance with FIRM staff by walking the entire project to determine most feasible alignment.
- 60% Construction Plans – SUB-CONSULTANT will prepare 60% construction plans for water main improvements along Bay Beach Lane & within Laguna Shores. The 60% construction plans will include a cover sheet, general notes sheet, location map sheet, plan and profile views, and standard detail sheet(s). The plans shall depict existing topographical features; existing utilities; existing rights-of-way, property boundaries, and easement lines; and shall contain the following:
 - Plan and profile view of the proposed water main alignment at 1" = 40' horizontal and 1" = 4' vertical.
 - Proposed water main details.

Firm will provide the following Water Main Design (Bay Beach & Laguna Shores Services:

The Firm will attend meetings with the Sub-Consultant to discuss design requirements and review the design. Conduct field investigations looking for possible design and constructability issues. Monitor the process of the design and review the design as it is proceeding to insure the design is on the correct track. Help the Sub-Consultant with cost benefit evaluations as relating to the design of the project. Provide input into location & design of utilities. Review design for constructability. Review and approve final plan to be submitted to the Town.

TASK 3.0 – WATER MAIN & STORM DRAIN DESIGN (BASIN BASED NEIGHBORHOOD)

The SUB-CONSULTANT will provide the following services:

This task applies to the improvements within the Basin Based Neighborhood. This task includes the accelerated 100% final design of the potable water main and storm drain improvements for the six (6) permitted roads. This task also includes evaluating drainage options on the twelve (12) remaining roads, coordinating with The Division of Emergency Management for inclusion of these roads in the grant, and 100% final design for the potable water and storm drain systems for these roads. This task will include the following:

Task 3.1 – Evaluate Drainage Options and Coordinate with the Division of Emergency Management (12 basin roads “not permitted”)

- SUB-CONSULTANT will perform one site visit to review existing drainage.
- SUB-CONSULTANT will preliminarily review up to three (3) alternatives for drainage improvements to the streets listed for this task. Three (3) alternatives will be reviewed for each road. The review will include drainage design calculations and a conceptual plan with only enough detail to provide a preliminary cost estimate for each alternative. The analysis will be presented to the TOWN for their review and selection of preferred alternative. In addition, water quality improvement potential will be reviewed with the chosen alternative. SUB-CONSULTANT will also coordinate with The Division of Emergency Management to discuss the possible inclusion of these roads in the grant.

Task 3.2 -Water Main Design

- Coordinate with Other Utilities – SUB-CONSULTANT will contact electric, telephone, cable, gas, and traffic signal service providers to request copies of existing facility record drawings and maps. SUB-CONSULTANT will provide a copy of the information received to the TOWN. Additionally, SUB-CONSULTANT will provide 60% design plans to other utility providers for feedback regarding possible conflicts with proposed facilities.
- Perform field reconnaissance with FIRM staff by walking the entire project to determine most feasible alignment.
- 90% Construction Plans – SUB-CONSULTANT will prepare 90% construction plans for water main within the Basin Based Neighborhood. The 90% construction plans will include a cover sheet, general notes sheet, location map sheet, plan and profile views, and standard detail sheet(s). The plans shall depict existing topographical features; existing utilities; existing rights-of-way, property boundaries, and easement lines; and shall contain the following:
 - Plan and profile view of the proposed water main alignment at 1" = 40' horizontal and 1" = 4' vertical.
 - Proposed water main details.
 - Maintenance of traffic (MOT) plans.
 - Storm water pollution prevention plan (SWP3).
- Utility Notification – SUB-CONSULTANT will transmit two (2) copies of the 90% plans to utility service providers (electric, telephone, CATV, gas) for review and comment.
- 100% Construction Plans – SUB-CONSULTANT will revise plans to incorporate permit conditions, as appropriate from Agencies. SUB-CONSULTANT will submit three (3) sets of hardcopy printouts (11"x17") to TOWN for review purposes. Upon acceptance by the TOWN, SUB-CONSULTANT will submit final construction plans in electronic format (AutoCAD DWG and Adobe PDF).

Task 3.3 - Storm Drain Design/Plan Adoption (6 permitted basin area roads)

This task includes reviewing the existing storm drainage construction plans and redesigning or adopting the previously permitted six (6) roads within the Basin Neighborhood Area. The six (6) roads include Tropical Shores, Mango Street, Fairweather Lane, Delmar Avenue, Pearl Street and Miramar Street (Bay Side). This task includes the following:

- Review previous storm drainage plans and design report for the Basin Neighborhood Area as previously prepared by a third-party consultant.
- Attend meeting with TOWN to discuss the previously prepared storm drainage plans and the Town's expectations for drainage improvements in the Basin Neighborhood Area.
- Prepare to adopt the plans pursuant to Chapter 61G15-27 of the Florida Administrative Code (F.A.C.) by performing the following:

- Perform calculations as required to demonstrate SUB- Consultant's re-creation of the existing storm drainage design for the purpose of adoption. Those portions proposed for redesign will not require adoption; they will have calculations and associated documentation performed.
- Provide necessary documentation as the successor engineer to demonstrate the reworking of the entire storm drainage design process. This task includes review of the previous storm drainage model and engineering design. Redrawing of the adopted storm drainage design is not necessary per the F.A.C.
- Accept professional responsibility for adoption of the previous storm drainage design as Engineer of Record.
- Upon acceptance of adopted storm drainage design, notify the original professional design engineer by certified mail to the last known address of the SUB- Consultant's intention to use or reuse the original professional engineer's work.
- Provide storm drainage design for drainage improvements on Miramar Street (Gulf side) to carry storm water across Estero Boulevard to possible outfalls on Virginia or Ohio Street.
- Provide additional storm drainage design on Pearl and Delmar Street to extend proposed 18" pipes approximately 200-300 linear feet to the north.

Task 3.4 – Storm Water Design (12 basin roads “not permitted”)

This task will include evaluating and designing the storm drainage improvements along the twelve (12) Basin Based Neighborhood roads that are included in the grant funding but not currently permitted. Depending on design schedule, permitting and grant acceptance these roads may or may not be included in the first construction phase to meet the grant deadline of April 2014. SUB-CONSULTANT shall furnish design services necessary for storm water drainage design and obtain permits for the following streets:

Chapel Street	Avenue E
Virginia Avenue	Miramar Street (Gulf & Bay Side)
Ohio Avenue	Palm Avenue
Bayview Drive	Mango Street (Gulf Side)
Ostego Drive	Cottage Avenue
Carolina Avenue	Chapel Street (Gulf Side)

● **60% Construction Plans**

- SUB-CONSULTANT will perform one site visit to review existing drainage.
- SUB-CONSULTANT will preliminarily review up to three (3) alternatives for drainage improvements to the streets listed for this task. Three (3) alternatives will be reviewed for each road. The review will include drainage design calculations and a conceptual plan with only enough detail to provide a preliminary cost estimate for each alternative. The analysis will be presented to TOWN for their review and selection of preferred alternative. In addition, water quality improvement potential will be reviewed with the chosen alternative.
- SUB-CONSULTANT will prepare the preliminary surface water management design and calculations for the preferred alternative.
- SUB-CONSULTANT will incorporate the preliminary drainage design for the preferred alternative into the 60% construction plans.

● **Final Drainage Design Phase**

- SUB-CONSULTANT will prepare the final surface water management design and calculations for the preferred alternative to submit with the permit application.
- SUB-CONSULTANT will incorporate the final drainage design for the preferred alternative into the 90% and final construction plans and project specifications.
- SUB-CONSULTANT will respond to Request for Additional Information. The request for information may be a formal RAI or an informal email/phone call.
-

Firm will provide the following Water Main & Storm Drain Design (Basin Based Neighborhood Services:

The Firm will attend meetings with the Sub-Consultant to discuss design requirements and review the design. Conduct field investigations looking for possible design and constructability issues. Review initial plans and design. Monitor the process of the design and review the design as it is proceeding to insure the design is on the correct track. Help the Sub-Consultant with cost benefit evaluations as relating to the design of the project. Visit site several times to provide input into location of utilities and storm drainage. Review design for constructability. Assist the Sub-Consultant in providing cost estimates.

TASK 4.0 – WASTEWATER DESIGN SERVICES (LEE COUNTY UTILITIES)

The SUB-CONSULTANT will provide the following services:

SUB-CONSULTANT will develop 60% construction plans to assist with the formulation of the Guaranteed Maximum Price (GMP) for wastewater force main improvements for Lee County Utilities (LCU). Per discussions with LCU, it is anticipated at this time that replacement of approximately 810 linear feet of force main along Ohio Street and Tropical Shores will be necessary. Final design and permitting for these improvements will be included in the GMP.

- Coordinate with LCU regarding wastewater collection and transmission system improvements along the water main construction corridor.
- 60% Design Plans – SUB-CONSULTANT will prepare 60% design plans for the relocation of wastewater force main along Ohio Street and Tropical Shores. The 60% construction plans will include a cover sheet, general notes sheet, location map sheet, plan and profile views, and standard detail sheet(s). The plans shall depict existing topographical features; existing utilities; existing rights-of-way, property boundaries, and easement lines; and shall contain the following:
 - Plan and profile view of the Lee County wastewater facilities alignment at 1" = 40' horizontal and 1" = 4' vertical, unless otherwise agreed to in writing. Where rights of way exceed plan view limits for plan & profile sheets, separate plan view sheets and profile view sheets may be incorporated in the plan set.
 - Proposed wastewater force main details.
- Utility Notification – SUB-CONSULTANT will transmit two (2) copies of the 60% plans to utility service providers (electric, telephone, CATV, gas) for review and comment.

Firm will provide the following Waste Water Design Services

Attend meetings, provide input into location & design of utilities, review design for constructability and value engineering.

TASK 5.0 – SURVEYING SERVICES & SUBSURFACE UTILITY ENGINEERING

The SUB-CONSULTANT will provide the following services:

The SUB-CONSULTANT shall perform and provide a Topographic Survey of the design route for the proposed water main along the roads as outlined in the table located in Section 1. The survey will be from right-of-way to right-of-way on all 29 roads along the project corridor. The SUB-CONSULTANT shall perform miscellaneous land surveys necessary for the project as determined during the design stage. A minimum of two (2) permanent project control points will be established with elevations based on the North American Vertical Datum of 1988 (NAVD 88) and horizontal coordinates referenced to the State Plane Coordinate System, Florida West Zone,

North American Datum of 1983 (2007 adjustment) (NAD83/NA2011). This survey will be prepared in accordance with Chapter 472.027, Florida Statutes. Stationing used for survey and design will match.

- Route Survey – The SUB-CONSULTANT will field survey existing conditions, including cross-sections at 100' stations along rights-of-way within the project limits. Topographic data will extend from right of way to right-of-way for all 29 roads. Additional topographical data will be obtained to ensure proper design for existing services. In addition to the cross-sections, the SUB-CONSULTANT shall provide comprehensive locations of existing driveways, mailboxes, aboveground utilities, culvert crossings, etc. SUB-CONSULTANT shall call Sunshine One to have the existing utilities marked within the project area and will locate the marked utilities. SUB-CONSULTANT shall prepare a base map of the right-of-way, elevations obtained, visible and marked underground utilities, easements and existing improvements along project corridor.
- Subsurface Utility Engineering (SUE) – SUB-CONSULTANT will provide the following services as they relate to SUE:
 - Based on preliminary design work and review of field conditions, the SUB-CONSULTANT will determine the most useful locations for the subsurface utility investigations. This scope budgets for one (1) trench along each road for a total of approximately 29 trenches. All trenches will be within natural ground or under pavement or concrete that will be removed and repaired by FIRM. The trenches will be a maximum of six (6) feet deep. Excavations will be performed using air vacuum and water pressure equipment that is non-destructive to existing facilities.
 - SUB-CONSULTANT will mark locations of the excavated underground utilities with laths on natural ground.
 - SUB-CONSULTANT will field-locate underground utility lines within the trenches using traditional and GPS surveying methods and plot the utilities in relationship to existing above ground improvements. SUB-CONSULTANT will obtain the depths, locations, sizes, types (if possible), and materials of the excavated utility lines.
- SUB-CONSULTANT will repair natural ground only within the limits of original cuts. FIRM will be responsible for any pavement or concrete repairs.

Firm will provide the following Surveying Services & SUE Services:

The Firm will remove asphalt or concrete so SUE work can proceed. Once SUE work is complete the Firm will make asphalt or concrete repair. Other restoration repair work will be performed by SUB-Consultant. The Firm will attend meetings, review final survey work, and monitor the Survey and SUE process.

TASK 6.0 - SKETCH & DESCRIPTIONS

The SUB-CONSULTANT will prepare up to five (5) Sketch & Descriptions for proposed utility easements, if required.

Firm will provide the following Sketch & Description Services:

Review and submit to the Town five Sketch and Descriptions for proposed utility easements, if required.

TASK 7.0 – PERMITTING ASSISTANCE

The SUB-CONSULTANT will provide the following services:

The SUB-CONSULTANT will be responsible for preparing and submitting all required applications and supporting information necessary to assist the TOWN with obtaining all reviews, approvals, and permits, with respect to the Consultant's design, drawings, and specifications required by any regulatory agency having authority over this project. All permit fees will be paid for by the TOWN. This will include the following permits:

- Fort Myers Beach/ Lee County LDO (Basin Based Neighborhood)

- Lee County Health Department Potable Water Permit (Basin Based Neighborhood)
- Environmental Resource Permit (ERP) General Modification for Construction Operation
- South Florida Water Management District (SFWMD) Permitting (Entire Project):
 - SFWMD Short-term Dewatering Permit – SUB-CONSULTANT will assist the TOWN with obtaining a short-term dewatering permit for construction/installation of underground utilities for the Fort Myers Beach utility installation project, if the results of Groundwater Sampling indicate the project will require a permit from the SFWMD.
 - SUB-CONSULTANT will prepare required SFWMD forms and exhibits, evaluate potential impacts to existing legal users of the Water Table aquifer and wetlands, prepare a report of potential pollution sources, estimate volumes of dewatering effluent, prepare a dewatering plan and schedule, prepare a turbidity monitoring plan (if necessary), and prepare exhibits of temporary retention areas and recharge trenches (if necessary). SUB-CONSULTANT will coordinate with the TOWN to prepare a feasible dewatering plan to meet SFWMD regulatory requirements and take into account site constraints and the construction schedule. SUB-CONSULTANT will respond to RAIs and informal requests for information from the SFWMD during the review period, if required. SUB-CONSULTANT will coordinate with FIRM and the TOWN as required to develop dewatering plan. The TOWN is responsible for all SFWMD permit processing fees.
 - SFWMD Master Dewatering Permit - SUB-CONSULTANT will assist TOWN in obtaining a Master SFWMD dewatering permit for the all anticipated phases of the utility installation project to allow pumpage in excess of 10 mgd with a 5-year permit duration. The application/dewatering plan will be based on that used for SFWMD short-term dewatering permit described under above Task and will include conceptual dewatering plans for subsequent phases of utility installation. SUB-CONSULTANT will revise required SFWMD forms, dewatering plan and exhibits, and estimates of dewatering effluent volumes as necessary. SUB-CONSULTANT will respond to request for additional information from the SFWMD if required. SUB-CONSULTANT will coordinate with FIRM/TOWN as required to develop dewatering plan. TOWN is responsible for all SFWMD permit processing fees (estimated \$1,800.00-\$4,000.00 contingent upon volume of pumpage required). This scope of services does not include updates to the master dewatering permit required prior to commencing work in future phases.
- FDEP Generic Permit for Discharge of Produced Groundwater - SUB-CONSULTANT will perform groundwater sampling at two (2) locations representative of the extents of the project site to determine whether the site qualifies for use of the FDEP Generic Permit for the Discharge of Produced Groundwater from Any Non-Contaminated Site Activity. The project will qualify for the FDEP generic permit if the site meets the screening values for the parameters listed in Table 1 of 62-621.300(2), F.A.C., with the exception of total organic carbon (TOC), which can qualify for a variance. SUB-CONSULTANT will construct small test pits at the two (2) specified locations selected in conjunction with FIRM and/or TOWN and pump groundwater from the pits to obtain water quality samples for analysis. SUB-CONSULTANT will send samples to a NELAC-certified laboratory for analysis of chloride concentration and the parameters listed in Table 1 of 62-621.300(2). SUB-CONSULTANT will review the lab results and determine what subsequent permitting action may be required based on the results.
 - SUB-CONSULTANT will assist TOWN in obtaining a generic dewatering permit from the FDEP for the project listed above if the water quality results obtained meet the criteria listed in 62-621.300(2), F.A.C. SUB-CONSULTANT will prepare figures, text and other items typically required of an application submittal for a Notice of Intent (NOI) for an exemption from the TOC requirement due to high naturally occurring values. SUB-CONSULTANT will respond to questions from the FDEP and attend meetings, as required. TOWN is responsible for any FDEP application fees.

- Coastal Construction Control Line (CCCL) Permitting: (Entire Project):

Option A: Although the work associated with this project is confined to existing, developed rights-of-way, several of the rights-of-way are located seaward of the established 1991 Coastal Construction Control Line. Per phone conversation with Jennifer Cowart of the Florida Department of Environmental Protection (DEP) on July 15, 2013, the temporary excavation required for the installation/replacement of the water lines in these areas should qualify for a Minor Field Permit.

The SUB-CONSULTANT will prepare and e-submit to the DEP the following information in support of the Minor Field Permit: project plans showing the temporary excavation seaward of the CCCL, a written description of the project, and letter outlining the applicant and/or applicant's agent information. SUB-CONSULTANT will meet DEP representative onsite for field review, as necessary. Ms. Cowart further indicated that as long as no work is proposed on the beach and work will not require construction lighting shining towards the water at night, no additional review for sea turtle impacts should be required. As no nighttime or beach work is anticipated, additional review for sea turtle nesting impacts is not required for this option.

Option B: Should the project design result in new, permanent excavation seaward of the CCCL that would no longer allow for the Minor Field Permit, it will be necessary to apply for a General Permit from the DEP, which requires specific permitting and survey requirements in accordance with Rules 62B-33.008-33.0081 F.A.C.

Firm will provide the following Permitting Assistance Services:

Provide input into the propose dewatering operations which is included into the permit application. Review dewatering alternatives. Provide final review of dewatering permit applications. Attend meetings related to the dewatering process. Manage and monitor the sub-consultant progress for these services.

TASK 8.0 – REIMBURSABLES

SUB-CONSULTANTS AND FIRM will provide deliverables that will include, but is not limited to the following: courier and express delivery charges, reproduction of plans and reports, photography, field supplies, newspaper advertisements, mailing cost and costs of other materials and/or equipment specifically used for and solely applicable to this project. The cost of website domain name is \$16.00 yearly, website monthly hosting \$15.00 monthly and project contact cards \$1.10 each.

TASK 9.0-PUBLIC AWARENESS

SUB-CONSULTANT will provide the following services:

9.1 Coordination with project team

Attendance at meeting:

The SUB-CONSULTANT will attend up to six (6) meetings during this phase. Meeting may include project kick-off meetings, design team meetings, meeting with TOWN staff and/or town council. Additional meetings beyond the six (6) described in the scope of services will be considered as additional service.

9.2 Public information plan

Public information plan:

The sub-consultant will develop a comprehensive public information plan describing the methods to be used to inform the public of the progression of the project. This plan details all public information efforts for the project, including but not limited to:

- Identification of elected and appointed officials, local agencies and staff, environmental and civic organization. (Development of lists of these individuals and addresses to be used for the project.)
- Identification of appropriate Emergency Medical Services and other household services personnel. (Development of lists of these individuals and addresses to be used for the project.)
- Coordination with local government
- Public notification techniques (both print and verbal communication methods)
- Public information meetings and neighborhood meetings
- Electronic log of public inquiries
- Public notification techniques during construction

9.3 Project mailing list

Prepare comprehensive project mailing list that includes elected officials, realtors, and property managers and other interested parties:

At the beginning of the project, The SUB-CONSULTANT shall identify elected officials, realtors, property managers, appropriate Emergency Medical Services and other household services personnel and prepare an email list of all such entities. The SUB-CONSULTANT shall update the mailing list as needed during the life of the project. In addition, the SUB-CONSULTANT will compile and maintain an email database of interested parties.

9.4 Project kick-off letter/newsletter

9.41 Develop project kick-off letter/newsletter:

The SUB-CONSULTANT shall prepare one kick-off newsletter for distribution to elected officials, public officials, all FMB water customers and other interested parties. Newsletters addressed to elected official, realtors, property managers, and other interested parties will be mailed by inclusion in water bills. The TOWN will reimburse SUB-CONSULTANT for cost of newsletters and postage to mail to above-referenced parties. SUB-CONSULTANT will email newsletters when an email address is available. An advertisement will be placed in the news media indicating the kick of the project.

9.42 Coordination with TOWN on mailing of project kick-off letter/newsletter:

The SUB-CONSULTANT will coordinate with TOWN to receive an electronic newsletter Newsletters to water customers will be sent by the Consultant.

9.43 Place an advertisement in the news media indicating the kick off of the project.

9.5 Project website

9.51 Develop project website:

The SUB-CONSULTANT will prepare a project web site to provide information on project events, construction progress maps and status. The SUB-CONSULTANT will provide a page to respond to questions and solicit email for a list of interested stakeholders in order to provide progress and/or informational electronic mailings. The TOWN will reimburse SUB-CONSULTANT for cost of domain name.

9.52 Maintain project website:

The SUB-CONSULTANT will maintain the above-referenced project web site until GMP is negotiated. The TOWN will reimburse SUB-CONSULTANT for cost of web site hosting fees.

9.6 Basin Based neighborhood preconstruction public meeting

9.61 Secure public meeting site:

The SUB-CONSULTANT shall inspect and secure a public meeting site. The SUB-CONSULTANT will investigate potential meeting sites to advise the TOWN on their suitability. The TOWN will reimburse SUB-CONSULTANT for any facility costs associated with site rental.

9.62 Prepare & distribute postcard announcing neighborhood preconstruction meeting:

The SUB-CONSULTANT shall prepare and distribute a postcard invitation to property owners/tenants in the construction area. The postcard will contain project information and list the date, time and place of the neighborhood preconstruction meeting. The SUB-CONSULTANT'S contact information will also be on the postcard. The TOWN will reimburse SUB-CONSULTANT for cost of the postcard and postage.

9.63 Prepare mailing list (property owners and tenants in construction area):

Prior to construction, The SUB-CONSULTANT shall identify all impacted property owners and tenants adjacent to the project and prepare a mailing list of all such entities. The mailing list will also include local elected officials, local agencies, realtors, property managers and interested parties. The SUB-CONSULTANT shall update the mailing list as needed during the life of the project.

9.64 Prepare materials for neighborhood preconstruction meeting:

It is anticipated there will be one neighborhood preconstruction meeting for the Basin Based neighborhood in this phase. The SUB-CONSULTANT shall schedule and attend the meeting and assist with meeting setup and take down. The SUB-CONSULTANT shall coordinate with the TOWN and the project team to prepare materials for presentation at the neighborhood preconstruction meeting. This may include (but is not limited to project team nametags, public sign-in sheets, comment sheets, handouts and assistance with displays.)

9.65 Attend neighborhood preconstruction meeting:

The SUB-CONSULTANT will attend the meetings with an appropriate number of personnel to assist the TOWN'S Project Manager and construction team.

9.66 Place advertisement in new media indicating date time and place for Basin Based neighborhood preconstruction public meeting.

9.7 Basin Based neighborhood preconstruction activities

9.71 Prepare media release:

The SUB-CONSULTANT shall provide a media release at the beginning of the project. Media updates will be provided throughout the project.

9.72 Preparing initial notices for TOWN approval:

At the beginning of the project, The SUB-CONSULTANT shall prepare typical notices for the TOWN'S approval prior to construction. These notices shall include water service interruptions/connections; boil water rescission notices and driveway notices. Other notices as necessary will be developed throughout the project for the TOWN's approval.

9.73 Prepare project contact cards

The SUB-CONSULTANT shall prepare project contact cards containing a brief summary of the project and project contact information including the 24-hour telephone hotline number.

9.74 Respond & record requests/concerns from the public:

At the beginning of the project, The SUB-CONSULTANT shall establish a 24-hour telephone hotline and shall maintain and record all calls throughout the project.

Firm will provide the following Public Awareness Services:

Attend meetings with Team and CMA reviewing and discussing the public awareness services. Provide input and recommendations for these services. Review all materials prepared by sub-consultant. Manage and monitor the progress of the sub-consultant. Review and provide input into Public Service Plan.

FEE SUMMARY

FOR RFQ-13-02 PHASE ONE WATER DISTRIBUTION SYSTEM IMPROVEMENTS

TASK NUMBER	TASK	AMOUNT
1.00	Project Management	\$37,410.00
2.00	Water Main Design Services (Bay Beach Lane & Laguna Shores)	\$96,700.00
3.00	Water Main & Storm Drain Design (Basin Based Neighborhood)	\$238,040.00
4.00	Design Services (Lee County Utilities Wastewater)	\$21,222.00
5.00	Surveying Services and Subsurface Utility Engineering	\$233,032.00
6.00	Sketch & Descriptions	\$3,505.00
7.00	Permitting Assistance	\$67,624.00
8.00	Reimbursable	\$9,500.00
9.00	Public Awareness	36,054.96
	TOTAL FEE	\$743,088.46

TEAM FEE SUMMARY BREAKDOWN

FOR PHASE ONE OF THREE FOR RFQ-13-02 PHASE ONE WATER DISTRIBUTION SYSTEM IMPROVEMENT

TASK ITEM	M&S AMOUNT	M&S FEE TYPE	JEI AMOUNT	JEI FEE TYPE	CMA AMOUNT	CMA FEE TYPE	CONTRACTOR FEE	TOTAL ESTIMATED FEE	
1	Project Management		\$9,690.00	T&M	25,200.00	LS	\$2,520.00	\$37,410.00	
2	Water Main Design Services (Bay Beach Lane, & Laguna Shores)		\$12,000.00	T&M	77,000.00	LS	\$7,700.00	\$96,700.00	
3	Water Main & Storm Drain Design (Basin Based Neighborhood)		\$17,050.00	T&M	200,900.00	LS	\$20,090.00	\$238,040.00	
4	Design Services (Lee County Utilities Wastewater)		\$3,600.00	T&M	16,020.00	LS	\$1,602.00	\$21,222.00	
5	Surveying Services and Subsurface Utility Engineering		\$43,200.00	T&M/Each	172,575.00	LS	\$17,257.50	\$233,032.50	
6	Sketch & Descriptions		\$150.00	T&M	3,050.00	T&M	\$305.00	\$3,505.00	
7	Permitting Assistance		\$1,800.00	T&M	59,840.00	T&M	\$5,984.00	\$67,624.00	
8	Reimbursables		\$4,000.00	T&M	5,000.00	T&M	\$500.00	\$9,500.00	
9	Public Awareness		\$1,200.00	T&M	0.00	T&M	\$3,168.63	\$36,054.96	
	TOTAL		\$92,690.00		\$59,585.00		\$31,686.33	\$59,127.13	\$743,088.46
Total Fee for Phase One of Three for RFQ-13-02 Phase One									
Water Distribution System Improvement \$743,088.46									

Town of Fort Myers Beach - Design/Build Services for Phase 1 Water Distribution System Improvements - Phase 1 Preliminary Services

Cella Molnar & Associates, Inc. - August 20, 2013		PM	PROFESSIONAL	PLANNER	TECHNICIAN	ADMIN	TOTAL HOURS	TOTAL FEE
CELLA MOLNAR & ASSOCIATES, INC.								
PUBLIC INVOLVEMENT TASKS		\$159.81	\$124.68	\$95.16	\$90.00	\$45.00		
TASK	COORDINATION WITH PROJECT TEAM							
1.1	Attendance at meetings (up to 6 meeting)		9.0	9.0			18.0	\$1,978.56
PUBLIC INFORMATION PLAN								
2.1	Develop comprehensive public information plan		20.0	10.0		2.0	32.0	\$3,535.20
PROJECT MAILING LIST								
3.1	Prepare comprehensive project mailing list including elected officials, realtors, property managers and other interested parties		8.0	8.0		2.0	18.0	\$1,848.72
PROJECT KICK-OFF NEWSLETTER								
4.1	Prepare project newsletter		26.0	6.0	8.0		40.0	\$4,532.64
4.2	Coordination with Town re: mailing of project newsletter			2.0	2.0		4.0	\$370.32
4.3	Print Media Ad			1.0		1.0	2.0	\$140.16
PROJECT WEBSITE								
5.1	Development of project website		20.0		70.0		90.0	\$8,793.60
5.2	Maintenance of project website (6 hours/month x 6 months)		12.0		24.0		36.0	\$3,656.16
BASIN BASED NEIGHBORHOOD PRECONSTRUCTION PUBLIC MEETING								
Neighborhood information meeting								
6.1	Secure public meeting site			2.0		2.0	4.0	\$280.32
6.2	Prepare & distribute neighborhood preconstruction meeting postcard		1.0		3.0	1.0	5.0	\$439.68
6.3	Prepare property owner and site address mailing list			4.0			4.0	\$380.64
6.4	Prepare public meeting materials such as handouts, sign-in sheets, nametags, etc.		2.0	3.0	4.0	2.0	11.0	\$984.84
6.5	Attendance at preconstruction meeting		5.0	5.0	5.0		15.0	\$1,549.20
6.6	Print media Ad			1.0		1.0	2.0	\$140.16
BASIN BASED NEIGHBORHOOD PRECONSTRUCTION ACTIVITIES								
7.1	Preparation of media release & interaction with media	1.0	4.0	1.0			6.0	\$1,193.37
7.2	Preparation of initial notices for town approval		3.0		1.0		4.0	\$654.36
7.3	Preparation of project contact cards		2.0		3.0		5.0	\$519.36
7.4	Respond & record requests/concerns from public		4.0			2.0	6.0	\$689.04
Total								\$31,686.33