

1. Requested Motion:

Meeting Date: December 2, 2013

Approve a Supplemental Task Authorization with Tetra Tech, Inc. in the amount of \$50,000.00 to begin the Construction Engineering Inspection (CEI) for the upcoming segment of the Phase I - Basin Based Neighborhood water and stormwater improvements.

Why the action is necessary:

Town Council approval for all contracts over \$25,000.00 is required pursuant Ordinance No. 07-01.

What the action accomplishes:

Provides for inspection services during construction.

2. Agenda:

- Consent
- Administrative
- Public Hearing

3. Requirement/Purpose:

- Resolution
- Ordinance
- Other - Contract

4. Submitter of Information:

- Council
- Town Staff – Public Works
- Town Attorney

5. Background:

On November 4, 2013, Town Council approved the Guaranteed Maximum Price and executed a contract with Mitchell and Stark to commence construction activities within the first segment of the Phase I – Basin Based Neighborhood which includes the installation of new potable water lines and stormwater infrastructure improvements. It is paramount that full time inspection of these construction activities occurs to protect the Town’s best interest. Tetra Tech, Inc. is one of the engineering consultants that have a current On-Going contract with the Town for services associated with the potable water utility and was selected, under that contract, to provide representation and technical review as the “Owners Representative” during the Phase I project.

Approval of this STA provides for continuity through construction of the first segment of the Phase I – Basin Based Neighborhood area or up to 750 hours of construction activities. Any excess balance will be applied toward the next construction segment.

6. Alternative Action:

Do not approve and look for alternative sources for construction inspection.

7. Management Recommendations:

Approve

8. Recommended Approval:

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

9. Council Action:

- Approved
- Denied
- Deferred
- Other

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

___ Supplemental Task Authorization

NO.: 3

CONTRACT/PROJECT NAME: Phase 1 Water Distribution System Improvements – Basin Area CEI

CONSULTANT: Tetra Tech, Inc.

PROJECT NO.: _____

SOLICIT NO.: 11-02-PW

CONTRACT NO.: 11-02-PW

REQUESTED BY: Cathie Lewis, Public Works Director

DATE OF REQUEST: 10-2-13

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: <u>10-16-13</u>
EXHIBIT "B"	COMPENSATION & METHOD OF PAYMENT:	DATED: <u>10-16-13</u>
EXHIBIT "C"	TIME AND SCHEDULE OF PERFORMANCE:	DATED: <u>10-16-13</u>
EXHIBIT "D"	CONSULTANT'S/PROVIDER'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS:	DATED: <u>10-16-13</u>

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

RECOMMENDED:

By: _____
Department Director Date
Date

By: _____
Contracts Manager

ACCEPTED:

By:  11-13-13
Consultant/Provider Date

TOWN APPROVAL:

By: _____
Town Manager Date

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

Background:

The Town of Fort Myers Beach (TOWN) has entered into contract with a Design-Build Contractor to perform design, permitting, construction and related services for stormwater and potable water improvements within the area referred to as the Basin Based Neighborhoods and for potable water improvements within the Buccaneer Lagoon and Bay Beach Lane area. The areas include the following

- Bay Beach Lane – 3,200 LF +/-
- Buccaneer Lagoon Area – 6,900 LF +/-
- Basin Based Neighborhood
 - Chapel Street- 600 LF +/-
 - Mango Street-1680 LF +/-
 - Fairweather Lane-1500 LF +/-
 - Delmar Avenue-1560 LF +/-
 - Pearl Street-1500 LF +/-
 - Virginia Avenue-1380 LF +/-
 - Ohio Avenue-1550 Lf +/-
 - Bayview Drive-350 LF +/-
 - Miramar Street-1315 LF +/-
 - Ostego Drive-680 LF +/-
 - Carolina Avenue-1325 LF +/-

The TOWN has issued Amendment No. 1 under the Design-Build contract for the preliminary professional services associated with the design for stormwater and potable water main improvements to the initially permitted six (6) roads within the Basin Based neighborhood, proposed for stormwater improvements. The TOWN is currently negotiating for the construction improvements within these areas and have concurrently requested assistance from the CONSULTANT to perform construction engineering inspection (CEI) services. The scope of services below include inspection services as needed for an approximate construction period of 5 months. The services will be provided at a previously approved rate of \$64 per hour for a total of 750 hours, or 94 working days. The intent is for the dedicated CEI staff member to be present during construction activities. During rain days, holidays or other periods of non-construction, CEI services would not be provided.

The scope of services provided below is based on the TOWN's request for Engineering Services provided and consists of the following tasks:

Task A: Construction Engineering Inspection (CEI)

Upon commencing the construction phase for the six (6) roads within the Basin Based Neighborhoods proposed for both stormwater and potable water upgrades, CONSULTANT will provide construction engineering inspection (CEI) services. Our scope of services is based on utilizing one (1) Resident

Project Representative (RPR) as needed during the construction activity phases to perform the following:

- a. RPR is to assist the TOWN in observing progress and quality of the Work.
- b. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR, CONSULTANT shall endeavor to provide further protection for the TOWN against defects and deficiencies in the Work. However, CONSULTANT shall not, as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- c. The duties and responsibilities of the RPR is limited to those specified within this scope of services and in the Contract Documents, and are further limited and described as follows:
 1. General: RPR to act as TOWN's agent at the Site, will act as directed by and under the supervision of TOWN, and will confer with the TOWN regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with the TOWN. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and provide comments concerning acceptability.
 3. Conferences and Meetings: Attend meetings with Contractor, such as progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- d. Liaison:
 1. Assist in serving as the TOWN's liaison with Contractor when Contractor's operations affect the TOWN's on-site operations.
 2. Assist in obtaining from the TOWN additional details or information, when required for proper execution of the Work.
- e. Review of Work and Rejection of Defective Work:
 1. Conduct on-site observations of Contractor's work in progress to assist in determining if the Work is in general proceeding in accordance with the Contract Documents.
 2. Report to TOWN whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise TOWN of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- f. Inspections, Tests, and System Startups:
 1. Consult with TOWN in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 2. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate TOWN personnel, and that Contractor maintains adequate records thereof.

3. Observe, record, and report to TOWN appropriate details relative to the test procedures and systems startups.
 4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to TOWN.
- g. Records:
1. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to TOWN.
 2. Take photos daily of the project site(s) and work progress and provide electronically to TOWN.
 3. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
 4. Maintain records for use in preparing Project documentation.
 5. Upon completion of the Work, furnish original set of all CEI related project documentation to TOWN.
- h. Payment Requests: Review draft Applications for Payment in the field with Contractor for the purpose of confirming quantities in advance of Contractor forwarding final application to the TOWN.
- i. Completion:
1. Before TOWN issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 2. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
 3. Participate in a final inspection in the company of the TOWN, and Contractor and prepare a final list of items to be completed or corrected.
 4. Observe whether all items on final list have been completed or corrected and make recommendations to TOWN concerning acceptance and issuance of the Notice of Acceptability of the Work.
- j. RPR shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
 3. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
 4. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of the TOWN or Contractor.
 5. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by TOWN.

COMPENSATION AND METHOD OF PAYMENT

INSERT TASK DESCRIPTION

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.)
A	Construction Engineering Inspection	\$50,000.00	NTE	WIPP
TOTAL		\$50,000.00		

(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 November 1, 2012, 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 October 16, 2013, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: October 16, 2013

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE *** FOR

INSERT TASK DESCRIPTION

Consultant or Sub-consultant Name: _____
(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)
N/A (per master contract)			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.
**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.
***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: October 16, 2013

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

INSERT TASK DESCRIPTION

CONSULTANT OR SUB-CONSULTANT NAME: _____

(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	\$12.01
Lunch	\$11.82
Dinner	\$24.72
In accordance with the Runzheimer rate service for Travel utilizing the "average", dated 5/4/06	
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):	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C

Date: October 16, 2013

TIME AND SCHEDULE OF PERFORMANCE
INSERT TASK DESCRIPTION

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
A	Construction Engineering Inspection	150*	150*

* Time concurrent with construction, based on a NTE of \$50,000 and a rate of \$64/hr, or 750 hrs +/-

EXHIBIT D

Date: October 16, 2013

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

INSERT TASK DESCRIPTION

CONSULTANT has identified the following Sub-Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No
N/A	No subs are proposed					