

1. Requested Motion: Motion to approve the Second Amendment to the Interlocal Agreement Between Lee County and the Town of Fort Myers Beach for a Utility Relocation Project within the Corporate Limits of the Town of Fort Myers Beach

Meeting Date: 08 /18 /14

Why the action is necessary: Amendments to an Interlocal Agreement must be approved by Town Council

What the action accomplishes: Approves the First Amendment to the Interlocal Agreement

2. Agenda:

☒ Consent
☐ Administrative

3. Requirement/Purpose:

☐ Resolution
☐ Ordinance
☒ Other

4. Submitter of Information:

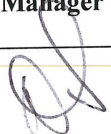
☐ Council
☐ Town Staff
☒ Town Attorney

5. Background: On December 17, 2013, Lee County approved the Interlocal Agreement between Lee County and the Town of Fort Myers Beach. The Interlocal agreement contemplates an amendment to incorporate the reimbursement amount due from Lee County for the replacement of Lee County wastewater lines. This Second Amendment includes the reimbursable costs due from Lee County for the replacement of wastewater laterals in the Phase I utility replacement area. The reimbursable amount to the Town for the wastewater line replacement for phase one is \$24,000.00.

6. Alternative Action: Decline to approve the Second Amendment to the Interlocal Agreement.

7. Management Recommendations: Approve the Second Amendment to the Interlocal Agreement.

8. Recommended Approval:

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

9. Council Action:

☐ Approved ☐ Denied ☐ Deferred ☐ Other

28024

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

EXHIBIT "G"
ESTIMATE AND REQUISITION FOR PAYMENT
 (1 of 3 Pages)

Date: 3/31/14

Bid No.: _____ RFQ No.: 13-02 Project No.: _____

Estimate No.: 6 (☒ Partial ☐ Final) for Period 2/28/14 to 3/31/14

Project Name: PW DESIGN-BUILD SERVICES FOR PHASE 1 WATER DISTRIBUTION SYSTEM IMPROVEMENTS

PAYEE: Firm's Name: Mitchell & Stark Construction Co. Inc.

Mailing Address: 6001 Shirley St.

City & State: Naples ZIP CODE: 34109

Deliver Warrant: Special Instructions - If Other than Mail

Attach a list of names and addresses of all Sub-Contractors, material men, or suppliers that are to be paid from this requisition.

CONTRACTUAL FINANCIAL DATA

Date of Original Contract: 9/6/13

Total Amount of Original Contract \$743,088.46

PLUS: Change Order # <u>1</u>	dated <u>11/8/13</u>	<u>\$2,415,928.14</u>	
Change Order # <u>2</u>	dated _____	<u>\$</u>	
Change Order # _____	dated _____	<u>\$</u>	
Change Order # _____	dated _____	<u>\$</u>	
Change Order # _____	dated _____	<u>\$</u>	
Change Order # _____	dated _____	<u>\$</u>	

Total Change Orders ADDING to cost of Contract \$2,415,928.14

LESS: Change Order # _____	dated _____	<u>\$</u>	
Change Order # _____	dated _____	<u>\$</u>	
Change Order # _____	dated _____	<u>\$</u>	
Change Order # _____	dated _____	<u>\$</u>	
Change Order # _____	dated _____	<u>\$</u>	
Change Order # _____	dated _____	<u>\$</u>	

Total Change Orders SUBTRACTING from cost of Contract \$0

Less Total Unit Price Amount Not Used Per Final Field Measurements \$0

TOTAL OF ABOVE \$3,159,016.60

SPECIAL NOTE: Any change orders which affect the contract not previously transmitted to the Town's Finance Office or to Contracts Mgmt must be properly executed and attached to this form before payment will be made.

Total Completed this Requisition \$445,574.34 Retainage \$146,591.39

Total Complete to Date (Column F, Sheet 3) \$2,044,460.43

Retainage 10% (Percent required in Contract Documents) ...admentment two only..... \$146,591.39

Total Earned Less Retainage \$1,907,869.04

Less Prior Payments Made \$1,487,967.79

Less Liquidated Damages \$0

Amount of this Requisition \$409,901.25

PAID

APPROVED TO PAY 28024 DATE 5/9/14

CHECK # 28024

ACCT # 130005415459 144,035.53

130005415471 265,866.72

409,902.25

PROJECT NAME: REQ. 13-02-PW DESIGN -BUILD SERVICES FOR PHASE1 WATER DISTRIBUTION SYSTEM IMPROVEMENTS										PROJECT NO	ESTIMATE NO
										131647	6
DESCRIPTION	ORIGINAL QUANTITY	UNIT	UNIT PRICE	CURRENT CONTRACT	PREVIOUS QUANTITY	PREVIOUS AMOUNTS	CURRENT QUANTITY	CURRENT AMOUNT	TOTAL QUANTITY	TOTAL AMOUNT	
M/S BILLINGS	1	T&M	\$9,690.00	\$9,690.00	0.69	\$6,720.00	0.123839	\$1,200.00	0.82	\$7,920.00	
PROJECT MANAGEMENT	1	T&M	\$12,000.00	\$12,000.00	0.21	\$2,560.00	0.30	\$3,600.00	0.51	\$6,150.00	
WATER MAIN & STORM DESIGN BASIN BASE NEIGHBORHOOD M/S	1	T&M	\$17,050.00	\$17,050.00	0.86	\$14,680.00		\$0.00	0.86	\$14,680.00	
DESIGN SERVICE LEE COUNTY M/S	1	T&M	\$3,600.00	\$3,600.00	0.00	\$0.00		\$0.00	0.00	\$0.00	
SURVEY SERVICES AND SUE M/S	1	T&M	\$43,200.00	\$43,200.00	0.01	\$600.00		\$0.00	0.01	\$600.00	
SKETCH AND DESCRIPTIONS M/S	1	T&M	\$150.00	\$150.00	0.00	\$0.00		\$0.00	0.00	\$0.00	
PERMITTING ASSISTANCE M/S	1	T&M	\$1,800.00	\$1,800.00	0.25	\$450.00	0.17	\$300.00	0.42	\$750.00	
REIMBURSABLES M/S	1	T&M	\$4,000.00	\$4,000.00	0.00	\$0.00		\$0.00	0.00	\$0.00	
PUBLIC AWARENESS M/S	1	T&M	\$1,200.00	\$1,200.00	0.38	\$450.00	0.88	\$1,080.00	1.25	\$1,500.00	
JEI BILLINGS WITH M/S FEE	1	LS	\$27,720.00	\$27,720.00	0.69	\$19,128.80	0.15	\$4,188.00	0.84	\$23,284.80	
PROJECT MANAGEMENT	1	LS	\$64,700.00	\$64,700.00	0.20	\$16,940.00	0.40	\$33,880.00	0.60	\$50,620.00	
WATER MAIN & STORM DESIGN BASIN BASE NEIGHBORHOOD M/S	1	LS	\$220,990.00	\$220,990.00	0.85	\$187,841.50	0.10	\$22,099.00	0.95	\$209,940.50	
DESIGN SERVICE LEE COUNTY M/S	1	LS	\$17,622.00	\$17,622.00	0.00	\$0.00		\$0.00	0.00	\$0.00	
SURVEY SERVICES AND SUE M/S	1	LS	\$189,832.50	\$189,832.50	0.90	\$170,849.25	0.10	\$18,983.25	1.00	\$198,832.50	
SKETCH AND DESCRIPTIONS M/S	1	LS	\$3,355.00	\$3,355.00	1.00	\$3,355.00		\$0.00	1.00	\$3,355.00	
PERMITTING ASSISTANCE M/S	1	T&M	\$68,824.00	\$68,824.00	0.42	\$27,742.23	0.02	\$1,699.50	0.45	\$93,331.73	
REIMBURSABLES M/S	1	T&M	\$5,600.00	\$5,600.00	0.12	\$3,563.40	0.36248	\$1,993.64	0.12	\$5,557.04	
PUBLIC AWARENESS M/S	1	T&M	\$0.00	\$0.00	0.00	\$0.00		\$0.00	0.00	\$0.00	
OMA BILLINGS WITH M/S FEE	1	T&M	\$34,854.96	\$34,854.96	1.00	\$34,854.96		\$0.00	1.00	\$34,854.96	
PUBLIC AWARENESS OMA											
TOTAL PROJECT FOR AMENDMENT ONE WORK				\$743,088.46		\$468,693.13		\$58,653.39		\$576,546.51	
AMENDMENT TWO WORK											
M/S BILLINGS	1	T&M	\$6,000.00	\$6,000.00	0.00	\$0.00	0.30	\$1,800.00	0.30	\$1,800.00	
4.1 PUBLIC INFORMATION PROGRAM	1	T&M	\$300.00	\$300.00	0.00	\$0.00		\$0.00	0.00	\$0.00	
4.2 TELEPHONE HOTLINE & EMAIL HOTLINE	1	T&M	\$2,400.00	\$2,400.00	0.00	\$0.00		\$0.00	0.00	\$0.00	
4.3 COORDINATION MEETINGS	1	T&M	\$300.00	\$300.00	0.00	\$0.00		\$0.00	0.00	\$0.00	
4.4 NOTIFICATIONS TO EX. BUSINESSES & RESIDENCES	1	T&M	\$300.00	\$300.00	0.00	\$0.00		\$0.00	0.00	\$0.00	
4.5 INTERRUPTION OF SERVICE NOTIFICATIONS	1	T&M	\$1,000.00	\$1,000.00	0.00	\$0.00		\$0.00	0.00	\$0.00	
Project Reimbursables											
JEI BILLINGS WITH M/S FEE	1	LS	\$16,280.00	\$16,280.00	0.67	\$10,907.60	0.13	\$2,116.40	0.80	\$13,024.00	
SURVEY / RECORD DRAWINGS	1	LS	\$32,747.00	\$32,747.00	0.28	\$9,075.00	0.28	\$9,196.00	0.56	\$18,271.00	
CONSTRUCTION ADMINISTRATION AND FINAL CERTIFICATION	1	T&M	\$1,100.00	\$1,100.00	0.00	\$0.00		\$0.00	0.00	\$0.00	
REIMBURSABLES											
OMA BILLINGS WITH M/S FEE	1	T&M	\$265,496.33	\$265,496.33	0.00	\$0.00	0.07370190	\$19,557.58	0.29	\$76,328.05	
CONSTRUCTION											
Subtotal for engineering and public awareness				\$48,548.12		\$76,743.06		\$32,679.98		\$109,423.05	
STORM DRAINAGE											
24X38 ERCP	557	LF	\$87.16	\$48,548.12	0.00	\$0.00		\$0.00	0.00	\$0.00	
16 INCH RCP	208	LF	\$39.01	\$8,114.08	79.00	\$3,081.79	25.00	\$975.25	104.00	\$4,057.04	
18 INCH RCP	777	LF	\$43.25	\$33,695.25	1,387.00	\$39,987.73		\$0.00	1,387.00	\$59,987.75	
24 INCH RCP	1844	LF	\$77.08	\$142,255.52	1,462.00	\$38,496.96	669.00	\$38,186.62	2,131.00	\$121,637.48	
30 INCH RCP	1323	LF	\$70.50	\$93,271.50	404.00	\$28,482.00		\$0.00	404.00	\$28,482.00	
H INLET	6	EA	\$5,540.00	\$33,240.00	6.00	\$33,240.00		\$0.00	6.00	\$33,240.00	
C INLET	18	EA	\$2,310.00	\$41,580.00	16.00	\$36,960.00	1.00	\$2,310.00	17.00	\$39,270.00	
E INLET	9	EA	\$3,240.00	\$29,160.00	0.00	\$0.00	2.00	\$6,480.00	1.00	\$6,480.00	
2400 STORMCEPTOR	1	EA	\$50,130.00	\$50,130.00	1.00	\$50,130.00		\$0.00	1.00	\$50,130.00	
450 STORMCEPTOR	3	EA	\$66,810.00	\$66,810.00	2.00	\$44,540.00	1.00	\$22,270.00	3.00	\$66,810.00	
7200 STORMCEPTOR	1	EA	\$110,000.00	\$110,000.00	0.00	\$0.00		\$0.00	0.00	\$0.00	
INLET PROTECTION 102	15	EA	\$100.00	\$1,500.00	0.00	\$0.00		\$0.00	0.00	\$0.00	
GRATE INLET SKIMMERS	8	EA	\$1,630.00	\$13,040.00	0.00	\$0.00		\$0.00	0.00	\$0.00	
REMOVE EX. INLET	2	EA	\$500.00	\$1,000.00	0.00	\$0.00	2.00	\$1,000.00	2.00	\$1,000.00	

SECOND AMENDMENT
INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE TOWN OF
FORT MYERS BEACH FOR A UTILITY RELOCATION PROJECT WITHIN THE
CORPORATE LIMITS OF THE TOWN OF FORT MYERS BEACH

THIS SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE TOWN OF FORT MYERS BEACH (Second Amendment) is entered into on this 18 day of August, 2014, by and between LEE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (hereinafter called "County"), and the TOWN OF FORT MYERS BEACH, a Florida municipal corporation, acting by and through its Town Council (hereinafter called "Town").

WITNESSETH:

WHEREAS, on December 17, 2013, the County and the Town entered into that certain INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE TOWN OF FORT MYERS BEACH FOR A UTILITY RELOCATION PROJECT WITHIN THE CORPORATE LIMITS OF THE TOWN OF FORT MYERS BEACH relating to certain underground utility improvements proposed by the Town and the County in the same affected areas within the corporate limits of the Town (hereinafter the "Agreement"); and

WHEREAS, the County and the Town entered into the Agreement in order to work jointly pursuant to a design-build contract to construct the improvements; and

WHEREAS, the County has budgeted funds for the design and installation of wastewater line replacement/relocation in those areas the County deems necessary and will only be responsible for the expense of wastewater improvements that comply with the Lee County Utilities Design Manual and that have been authorized by the County; and

WHEREAS, paragraph 8 of the Agreement contemplates, and the parties agreed that, once available, the construction costs associated with the wastewater line replacement/relocation would be identified and included as "Exhibit D" to the Agreement and would be incorporated into the Agreement through the approval and execution of an Amendment to the Agreement; and

WHEREAS, "Exhibit D" which is attached to this Second Amendment is intended to comply with the requirements of the Agreement and amends that Agreement by establishing the County's construction cost associated with the wastewater line replacement/relocation for Phase One of Three, that are reimbursable to the Town in the lump sum amount of \$24,000.00.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and obligations herein contained, the parties agree as follows:

SECTION I. INCORPORATION OF RECITALS

The Recitals as set forth above are incorporated into this Second Amendment as if set out herein at length.

SECTION II. AMENDMENT

The Agreement is hereby amended as follows:

1. The attached "Exhibit D" is hereby incorporated as part of the Agreement. Reference to "Exhibit D" throughout the Agreement shall mean the "Exhibit D" attached to this Second Amendment.
2. All other provisions of the Agreement shall remain unchanged.

SECTION III. EFFECTIVE DATE

This Second Amendment shall be effective on the last date that it is signed by the Chair or Vice-chair of the Board of County Commissioners of the County of the Mayor or Vice Mayor of the Town.

IN WITNESS WHEREOF, the parties hereunto have executed this Second Amendment to the Agreement on the dates specified below.

ATTEST: LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

Date: _____

Approved as to form by:

County Attorney's Office

ATTEST: MICHELLE MAYHER,
TOWN CLERK

TOWN OF FORT MYERS BEACH

By: _____
Anita Cereceda, Mayor

Date: _____

Approved as to form:

BUCHANAN, INGERSOLL & ROONEY |
FOWLER WHITE BOGGS
Town Attorney

By: _____