MEMORANDUM

DATE: June 3, 2014

TO: City Council

THROUGH: City Manager Judie Zimomra

FROM: Public Works Director Keith Williams

RE: Pine Tree Dr. – Dinkins Bayou Canal Maintenance Dredging

RECOMMENDATION: Award Contract to Florida Marine Construction for the dredging of a canal system on Pine Tree Dr. and Dinkins Bayou in the amount of $304,592.00 (representing a modification of the original Bid Amount of $405,400.00 and a change in off-load location of City's Henderson Boat Ramp) and authorize City Manager to execute same and Approve BA2014-041 accepting $82,500.00 private funds and transferring $22,092.00 from Reserves for Environmental Initiatives; as well as Approval of an Agreement to accept funds from Harvey Padewer, not personally but in his capacity as representative for the Dinkins Bayou Dredging Fund and private property owners who have contributed to such fund, for the purpose of maintenance dredging additional portions of the canal system and authorize City Manager to execute same. (Funds for this project are in the adopted FY 14 Public Works Budget, Reserves for Environmental Initiatives, and accepted Funds from the Dinkins Bayou Dredging Fund.)

In 2004, the City constructed the Clam Bayou box culvert under San-Cap Road to connect Clam Bayou with Dinkins Bayou. The project was necessary to save the Clam Bayou eco-system by allowing tidal water to flow into and out of the Bayou. Although a successful environmental project, an unintended consequence of the culvert installation is sand and silt washing from Clam Bayou into canals and the waterway on the Dinkins Bayou side of the culvert. At its March 15, 2011 meeting City Council directed staff to prepare plans and cost estimates for permitting, work scope and funding to restore water flow in the canals and waterways impacted by the Clam Bayou box culvert. The area residents requested to include in additional areas in the permitting of the canal system where navigation is a problem. The City's estimated share of the project cost was $200,000 which is included in the FY 14 Capital Improvement Budget.

In fall of 2013, the City hired Hans Wilson and Associates, Inc.to survey the canal system to better determine the amount of sediment in the City areas and additional maintenance areas. Based on those volumes, the project was advertised in the February 3rd, 2014 Edition of the Fort Myers News-Press. In response to the ad, three contractors submitted bids for the Project. The bids were opened and read aloud on March 6th, 2014 in the presence of Kirk McKim of Land Shore, and Sandy Larsen and Keith Williams of the City of Sanibel. As per the attached bid tabulation, the low bid was submitted by Florida Marine Construction for $405,400 (without alternate bid items). Copy of the bid tab is attached.

This project was bid to take the material to the City's Causeway Boat Ramp property similar to other City dredge projects. A further investigation by the Contractor determined that shallow areas in the vicinity of Blind Pass and Roosevelt Channel restricted barge movement at times other than high tide. This area was not included in the permits and cannot be dredged without modifying the permit which could take over a year.

Due to the bid cost, a portion of private property owners dredging was reduced. Florida Marine Construction has modified his bid to include both additional costs to work around the tides as bid to Causeway Boat Ramp and to off-load at Henderson Boat Ramp (with trucking to the Wulfert Wastewater Treatment Plant). The Henderson Boat Ramp location does not have sufficient area to dewater material and the proposal will include hauling wet in a sealed truck (approximately 4-6 loads per day). The Henderson Boat Ramp proposal will also include a standby street sweeper due to wet hauling of the material. The modified bid to the City's Causeway Boat Ramp is $392,864.00 and the cost to haul to the Henderson boat ramp and transport the material to the Wulfert Wastewater Treatment Plant is $304,592.00. Copies of the modified bids are attached.

Award Contract to Florida Marine Construction for the dredging of a canal system on Pine Tree Dr. and Dinkins Bayou in the amount of $304,592.00 (representing a modification of the original Bid Amount of $405,400.00 and a change in off-load location of City's Henderson Boat Ramp) and authorize City Manager to execute same and Approve BA2014-041 accepting $82,500.00 private funds and transferring $22,092.00 from Reserves for Environmental Initiatives; as well as Approval of an Agreement to accept funds from Harvey Padewer, not personally but in his capacity as representative for the Dinkins Bayou Dredging Fund and private property owners who have contributed to such fund, for the purpose of maintenance dredging additional portions of the canal system and authorize City Manager to execute same. (Funds for this project are in the adopted FY 14 Public Works Budget, Reserves for Environmental Initiatives, and accepted Funds from the Dinkins Bayou Dredging Fund.) This increases the FY2014 Budget.

cc: City Attorney Ken Cuyler
Finance Director Sylvia Edwards

CONTRACT

THIS CONTRACT, made this _____ day of _____, **2014** by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and **Florida Marine Construction, Inc.** doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of **Maintenance dredging of the Pine Tree Drive and Dinkins Lake canals to (-)5 MLW. Dredge spoil to be barged to an offload area, transported to the temporary storage site, and relocated to a final deposal area. The City shall retain ownership of dredge material.**

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after date of the NOTICE TO PROCEED and will complete the same within ~~NINETY (90)~~ **ONE HUNDRED TWENTY (120) calendar days** unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of **$304,592.00 (representing a modification of the original Bid Amount)**, said amount being the total lump sum price as listed on the Contractor's **(modified)** proposal form as submitted for this project.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

   A. General Specifications
   B. General Conditions
   C. Special Provisions
   D. Technical Specifications
   E. Attachments
      1. Location Map
      2. Hans Wilson & Assoc., Inc. Dredge Volumes
      3. Dredge Spoil Temporary Off-Load and Temp Storage Site
      4. FDEP Permit (Letter of Exemption)
      5. USACoE Permit
   F. ADDENDA:
      No. **N/A**, dated **N/A**

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. No deviation from the Contract Documents will be allowed, honored or compensated unless accompanied by a fully executed change order.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in counterparts each of which shall be deemed an original on the date first above written.

(SEAL)

OWNER: City of Sanibel

ATTEST_____

Pamela Smith, City Clerk

By_____

Judith A. Zimomra, City Manager

(SEAL)

CONTRACTOR: **Florida Marine Construction, Inc.**

ATTEST_____

By_____

Charles Garcia, President
P. Bo Box 248
Matlacha, FL

Name_____

Title_____

APPROVED AS TO FORM: Kenneth B. Cuyler 5/26/14

Kenneth B. Cuyler, City Attorney **Date**

AGREEMENT

THIS AGREEMENT is entered into the 3rd day of June, 2014, by and between the **CITY OF SANIBEL**, a Florida municipal corporation (hereinafter referred to as "**City**"), and **HARVEY PADEWER**, not personally but in his capacity as representative for the Dinkins Bayou Dredging Fund and the private property owners who have contributed to such fund.

WITNESS:

WHEREAS, after construction by the City of a culvert connecting Mud Pond and Dinkins Bayou with Clam Bayou, some property owners have raised the concern that additional silting has occurred in a portion of Mud Pond and a portion of Dinkins Bayou as a result of the tidal flow through such installed culvert; and

WHEREAS, the City has neither denied nor confirmed responsibility for such alleged silting, but nevertheless wishes to address the issue through a dredging project to be conducted in portions of such areas; and

WHEREAS, in addition to the areas determined appropriate by the City for dredging, a number of residents and property owners relying on Mud Pond and Dinkins Bayou for boat navigation wish to contribute additional private funds to expand the dredging areas for improved boat navigation and tidal flow; and

WHEREAS, the purpose and intent of this Agreement is to more particularly describe the areas to be dredged and to provide for the payment to the City of the private property owner funding currently accrued in the Dinkins Bayou Dredging Fund;

NOW, THEREFORE, in consideration of the mutual covenants set forth below and other good and valuable consideration, acknowledged by the parties to be sufficient and to have been received, the City and Harvey Padewer, not personally but as representative of the Dinkins Bayou Dredging Fund and the private property owners who have contributed to such fund, hereby agree as follows:

1. The above "Whereas" clauses constitute recitals which are agreed by the parties to be true and correct.

2. The City, after contracting with its selected dredging contractor and issuing a Notice to Proceed, shall authorize the City's dredging contractor to undertake the dredging of the canals in and around Mud Pond and Dinkins Bayou as more particularly described in this Agreement, for the purpose of removing silt and debris as more particularly set forth in the City's dredging specifications to be performed by the dredging contractor.

3. Exhibit A (revised 5-23-14), attached hereto and incorporated herein, depicts Areas which either will be dredged at the City's cost (City funded), or will or may be dredged and paid for by the Dinkins Bayou Dredging Fund, such areas and dredging are more particularly described as follows:

a) Area 1 and Area 3, depicted and shown in red on attached Exhibit A, will be dredged by the City's dredging contractor in order to remove silt and debris. These two areas have been identified by local property owners as silted areas exacerbated by the Clam Bayou culvert tidal flow. The sole funding source for the dredging of Area 1 and Area 3 will be City funds.

b) i. In consideration of the private funds paid by the local property owners in the area, the City will direct its dredging contractor to dredge those areas depicted in blue on the attached Exhibit A, specifically Area 4C, approximately 100 feet of Area 4B, Area 4A and approximately 60 feet adjacent to Area 1 (designated as a portion of Area 2A).

ii. Although the parties understand that it is highly unlikely that additional private funding paid from the Dinkins Bayou Dredging Fund to the City will remain after the dredging described above in Section 3(b)(i) is completed, in the event any such funds are available the City dredging contractor will be directed to undertake maintenance dredging of those areas depicted in green on attached Exhibit A described as Area 4B (the remaining portion) and Area 1A. The City shall consult with Harvey Padewer, in his capacity as representative for the Dinkins Bayou Dredging Fund and the private property owners who have contributed to such funds, as to the order and schedule of the areas depicted in green to be dredged, but the final decision and direction to the dredging contractor shall be the sole and exclusive authority and responsibility of the City and shall be made at the City's sole discretion.

4. The Dinkins Bayou Dredging Fund is an account established to accumulate money (funds) voluntarily collected from property owners within the area for the maintenance dredging project described in Section 3(b)(i) and, if applicable, 3(b)(ii) above. Contemporaneously with the execution of this Agreement, Harvey Padewer, not personally but in his capacity as representative for the Dinkins Bayou Dredging Fund and the private property owners who have contributed to such fund, shall deliver to the City a check in the amount of $82,500 payable from the Dinkins Bayou Dredging Fund to the City of Sanibel. A receipt shall be issued by the City acknowledging acceptance of the funds for the purposes set forth in this Agreement. The City shall hold such funds in a segregated account and shall use such funds solely and exclusively for the purpose of the maintenance dredging within Dinkins Bayou and Mud Pond as described in Section 3(b)(i) above depicted in blue (and, in the event any Dinkins Bayou Dredging Funds held by the City remain, the area described in 3(b)(ii) above depicted in green) on Exhibit A. Further, in the event additional funds are contributed through the Dinkins Bayou Dredging Fund to the City (above the amount set forth in this paragraph) such funds will be added to the segregated account held by the City and will be used to fund the dredging described in Section 3(b)(i) above and, to the extent funds still remain, Section 3(b)(ii) above as described in that section.

5. Although it is anticipated that all funds paid to the City through the Dinkins Bayou Dredging Fund pursuant to this Agreement shall be used to dredge the areas described in Section 3(b) above, in the event that any such funds are not used or remain after the dredging project has been completed, such remaining funds shall be returned to Harvey Padewer, not personally but in his capacity a representative for the Dinkins Bayou Dredging Fund and the private property owners who have contributed to such fund, within ninety (90) days after the project is deemed completed by the City. Additionally, in the event that the dredging project fails to proceed for any reason or does not commence by December 15, 2014, the entire Dinkins Bayou Dredging Fund contribution shall be returned, without interest, within fifteen (15) days thereafter to Harvey Padewer, not personally but in his capacity as representative for the Dinkins Bayou Dredging Fund and the private property owners who have contributed to such fund.

6. Nothing in this Agreement shall create any contractual relationship, liability or rights between individual property owners and/or, Harvey Padewer, personally or in his capacity a representative for the Dinkins Bayou Dredging Fund, and/or the private property owners who have contributed to such fund and the City's dredging contractor. The property owners' liability and obligation shall be limited to solely and exclusively paying the funds as described in this Agreement to be held and expended by the City. Additionally, nothing in this Agreement is intended to, or shall be construed to, change or modify the ownership or future responsibilities of the waterways or canal system of Dinkins Bayou or Mud Pond. It is understood by the parties that the City's dredging project is being conducted on a one-time basis with no representations as to any future dredging or maintenance responsibilities whatsoever. The parties understand that all such waterways and canal systems shall continue to be privately maintained. Further, the City agrees that the City's dredging contractor will dredge those areas described in Section (3)(b)(i) and 3(b)(ii) above only to the extent of funds available in the City's segregated account paid through the Dinkins Bayou Dredging Fund as described in this Agreement and, to the extent that dredging occurs in excess of such funds, the City shall be responsible for such costs and neither the Dinkins Bayou Dredging Fund nor Harvey Padewer, individually or as representative for the Dinkins Bayou Dredging Fund, nor the private property owners who have contributed to such fund shall have any liability or responsibility for such costs in excess of the amount contributed through the Dinkins Bayou Dredging Fund.

7. In the event that any individual property owner desires additional dredging for docks or boat lifts adjacent to their property (other than dredging as may be depicted on Exhibit A), any contract or arrangement for such dredging is totally outside the scope of this Agreement and the City shall have no participation, liability or obligations of any sort with respect to any such dredging performed by the dredging contractor for such individual property owners. Such dredging shall be a private contract matter between the dredging contractor and any private property owner interested in such individual services, which are outside the scope of the City's dredging project. Further, no portion of the Dinkins Bayou Dredging Fund paid to the City pursuant to this Agreement shall be for any dredging related to private docks, boat lifts or adjacent waterways (unless otherwise depicted on Exhibit A and described in this Agreement as part of the approved dredging project).

8. There is no privity of contract between the City and any private property owner with respect to the City's dredging project or the City's dredging contractor and there are no third party beneficiaries, including any individual private property owner, with respect to this Agreement. The City makes no representation or assurances to any private property owner with respect to the success or effectiveness of the dredging project described in this Agreement.

9. This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF the undersigned have set their hands and seals on the dates indicated.

CITY OF SANIBEL:

By: _____
Judith A. Zimomra
City Manager

Date: _____

HARVEY PADEWER, not personally but as representative of the Dinkins Bayou Dredging Fund and private property owners who have contributed to such fund

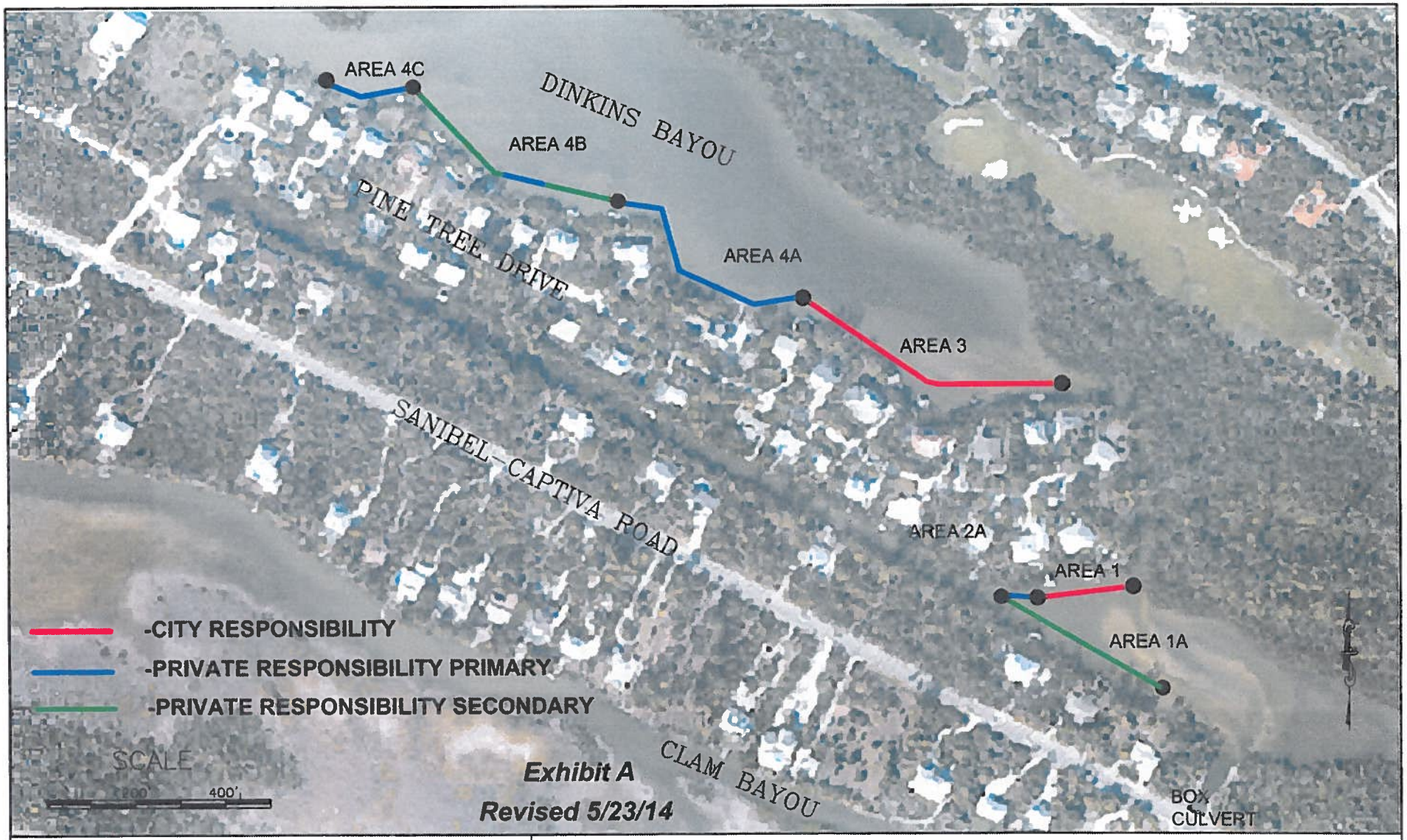
By: _____
Harvey Padewer

Date:_____

APPROVED AS TO FORM:

_____
Kenneth B. Cuyler, City Attorney

Date:_____



City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

DINKINS BAYOU RESTORATION PROJECT

DRAWN BY: SBK	APPROVED BY: Sandra A. Larsen, P.E.	CHECKED BY:
DATE: 5/19/14	SCALE: 1'=200' Part 7 C (MAP)	

BID TABULATION
Dinkins Bayou - Pine Tree Dr. Dredging

			Florida Marine Construction		Gator Dredging		Landshore Enterprises	
Bid Item	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
Mobilization	LS	1	$20,000.00	$ 20,000.00	$45,000.00	$ 45,000.00	$245,000.00	$ 245,000.00
Construct/remove off-load site structure	LS	1	$7,000.00	$ 7,000.00	$25,000.00	$ 25,000.00	$350,000.00	$ 350,000.00
Area 1 & 3	CY	2221	$75.00	$ 166,575.00	$90.00	$ 199,890.00	$80.00	$ 177,680.00
Area 2A, 4A & 4C	CY	2509	$75.00	$ 188,175.00	$90.00	$ 225,810.00	$80.00	$ 200,720.00
Transport Material to Public Works	CY	4730	$5.00	$ 23,650.00	$9.58	$ 45,313.40	$8.45	$ 39,968.50
Total				**$ 405,400.00**		**$ 541,013.40**		**$ 1,013,368.50**
Alternate Bid Items								
Area 1A	CY	1192	$75.00	$ 89,400.00	$135.00	$ 160,920.00	$80.00	$ 95,360.00
Area 2B & 4B	CY	3093	$75.00	$ 231,975.00	$167.00	$ 516,531.00	$80.00	$ 247,440.00
Transport Material to Public Works	CY	4285	$5.00	$ 21,425.00	$9.58	$ 41,050.30	$8.45	$ 36,208.25
Total				**$ 342,800.00**		**$ 718,501.30**		**$ 379,008.25**

BID TABULATION Dinkins Bayou - Pine Tree Dr. Dredging Henderson Boat Ramp				
			Florida Marine Construction	
Bid Item	**Unit**	**Quantity**	**Unit Price**	**Total**
Mobilization	LS	1	$20,000.00	$ 20,000.00
Construct/remove off-load site structure	LS	1	$7,000.00	$ 7,000.00
Dredge Area 1	CY	566	$125.00	$ 70,750.00
Extend Area 1 to 2A	CY	150	$125.00	$ 18,750.00
Dredge Area 3	CY	1655	$52.00	$ 86,060.00
Dredge Area 4A	CY	888	$52.00	$ 46,176.00
Add Area 4B Approximate Midway	CY	150	$52.00	$ 7,800.00
Dredge Area 4C	CY	269	$52.00	$ 13,988.00
Transport Material to Public Works	CY	3678	$6.00	$ 22,068.00
Contingency for access and worsening conditions.	CY	150	$80.00	$ 12,000.00
Total				**$ 304,592.00**

Specific Note

This proposal is based on material being offloaded at the Henderson Boat Ramp. In addition, the dredge material shall be transport to Sanibel water treatment plant and stockpiled for future use. Florida Marine Construction has no provision to transport materials to Public Works.

We have provided additional measures to maintain roads trough the sanctuary neighborhood. This includes sweeping streets on a regular basis, if required.

BID TABULATION
Dinkins Bayou - Pine Tree Dr. Dredging
Sanibel Boat Ramp

			Florida Marine Construction		
Bid Item	**Unit**	**Quantity**	**Unit Price**	**Total**	
Mobilization	LS	1	$111,950.00	$	111,950.00
Construct/remove off-load site structure	LS	1	$7,000.00	$	7,000.00
Dredge Area 1	CY	566	$125.00	$	70,750.00
Extend Area 1 to 2A	CY	150	$125.00	$	18,750.00
Dredge Area 3	CY	1655	$52.00	$	86,060.00
Dredge Area 4A	CY	888	$52.00	$	46,176.00
Add Area 4B Approximate Midway	CY	150	$52.00	$	7,800.00
Dredge Area 4C	CY	269	$52.00	$	13,988.00
Transport Material to Public Works	CY	3678	$5.00	$	18,390.00
Contingency for access and worsening conditions.	CY	150	$80.00	$	12,000.00
Total				**$**	**392,864.00**

Specific Note
Please be advised that on May 19th, 2014 we conducted a site survey of existing channel conditions leading into Dinkins Bayou. There is significant shoaling that has occurred in the vicinity of Marker #1. This area has shoaled significantly to prohibit our barge travel at only high tide periods when loaded.

Florida Marine Construction barge drafts 4 foot when loaded with dredge material. We require 4 foot at mean low water to access Sanibel Boat Ramp disposal site. We encounter 3 foot at mean low water at this intersection.

We have increased our mobilization cost to reflect the additional time and measures to navigate channel.

RESOLUTION 14-052

APPROVING BUDGET AMENDMENT/TRANSFER NO. 2014-041 AND PROVIDING AN EFFECTIVE DATE

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Sanibel, Florida:

SECTION 1. The revised General and Transportation Capital Projects fund budgets for fiscal year 2013-2014, Budget Amendment BA 2014-041, a true copy of which is attached hereto as Exhibit A and incorporated herein by this reference, are hereby approved and accepted.

SECTION 2. Effective date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida this 3rd day of June, 2014.

AUTHENTICATION:

_____
Kevin Ruane, Mayor

_____
Pamela Smith, City Clerk

APPROVED AS TO FORM: _____ 5/28/14
Kenneth B. Cuyler, City Attorney Date

Vote of Councilmembers:

Ruane _____
Congress _____
Denham _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____

DOCUMENT NUMBER **BA 2014 - 041**

CITY OF SANIBEL
BUDGET AMENDMENT

FUND: GENERAL / TRANSPORTATION CAPITAL PROJECTS
DEPT: Drainage

FUND	ORG	OBJECT	DESCRIPTION	Project	Amount Prior To Change	Incr/(Decr) REVENUE	Incr/(Decr) EXPENSE	Amount After Change
			GENERAL FUND					
001	0019000	999210	Reserve for Environmental Initiatives		1,112,000		(22,092)	1,089,908
001	0018100	991190	Transfer to Transportation Capital Projec		-	-	22,092	22,092
							-	-
			TRANSPORTATION CAPITAL PROJECTS					
301	3014100	663000	Improvements Other Than Buildings		230,000	-	104,592	334,592
301	301	366000	Contributions and Donations		-	82,500	-	82,500
301	301	381010	Transfer from General Fund		8,000	22,092	-	30,092
					TOTAL:	$ 104,592	$ 104,592	

PURPOSE:

To budget and appropriate funds related to the Dinkins Bayou Dredging Project:

A) Receipt of $82,500 in private contributions from affected property owners to assist in project costs;
B) Appropriate $22,092 in additional City funds based on estimate from contractor to complete project.

This amendment increases the FY2014 budget by $82,500.

Prepared by:	Date	Resolution #:	Date	Entered:	Journal #:	Date
S. Chaipel	5/28/2014					