

**City of Sanibel – Boat Ramp Docks Replacement
Approval of Professional Services Proposal by Weston & Sampson Engineers, Inc.**

This agreement constitutes a work order made through and under the Professional Services Agreement between OWNER and CONSULTANT for Hurricane Ian Architectural and Engineering professional services dated October 3, 2023, the terms and conditions of which are still in full force and effect, except as modified herein.

Services not set forth, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any service not specifically identified and/or otherwise described in this Proposal

SCOPE OF SERVICES

PROFESSIONAL SERVICE OF THE CONSULTANT:

The boat ramp and dock were originally built in 1983. The 1983 drawings prepared by Johnson Engineering specified the dock floor elevation at 3.7 ft. and dock total length of just under 30ft. In 2005 Arnold/Sanders Consulting Engineers, Inc. prepared drawings to replace the dock in kind. These drawings did not extend or elevate the dock floor elevation. Then in 2015, Calvetti Engineering, Inc. prepared the drawings to replace the ramp pavement with precast concrete planks, extending the dock floor towards the shore an additional 30ft and slightly elevate the dock floor to 3.75 ft NGVD. The last bathymetric survey we were provided with was prepared in 2008 by Coastal Planning & Engineering Inc.

The City has expressed their concerns that the docks’ current condition makes it difficult to repair and maintain the floor deck members and has been awarded a \$250,000 grant to repair the structure. Weston & Sampson has contacted a couple of dock contractors to obtain a preliminary dock replacement cost budget and compare with the City’s budget. This exercise established the City’s budget covers the replacement cost and most of the design costs. For this reason, Weston & Sampson proposes the following tasks to prepare construction documents for the complete replacement in kind of both docks. The first-time replacement work was performed on these docks was limited to the “L” shaped segments and was done after 22 years of service (1983 – 2005). The docks were later extended inland in 2015. However, based on the original dock service life duration, the 46 ft long “L” shaped segments are approaching the end of their service life. Limiting the replacement work to the 46 ft long “L” shaped segments might eventually require some type of replacement work at the docks at approximately 10-year intervals. The City has also mentioned that it is becoming difficult to fasten new floor decking due to the wood framing damage done by the numerous deck repairs. These difficulties can be eliminated by completely replacing the docks.

Task 1 – Pre-Design

• **SUBTASK 1: KICKOFF MEETING & DATA REVIEW**

Attend an in-person Kick-Off Meeting with City officials to review the project goals, the scope of tasks to be undertaken, procedural protocols, and the nature and schedule of deliverables. Review any existing site, survey, and geotechnical data available from the City including record drawings, topographic and boundary surveys, historical information, elevation certificates, etc.

- **SUBTASK 2: SURVEYS**

Weston & Sampson’s subconsultant will prepare a Topographic Survey of the property located at 888 Sextant Drive, Sanibel, Florida. Said property being known as Folio No. 10125566, Lee County, Florida. Services include the location of above ground permanent improvements such as buildings, asphalt, concrete, surface features of utilities, and above ground/water features. Survey will be limited to corners of dock footprints, limited length of the existing asphalt/concrete approach into boat ramp, extending approximately 25 feet upland from the shoreline – all included within the approximate limits shown in Exhibit 2.1.

Elevations, relative to the North American Vertical Datum of 1988 (NAVD '88), shall be obtained at the dock corners and top of each pile and throughout the site limits described at an approximate 25-foot grid, with intermediate high and low spots.

As required per Florida Statue Chapter 177.37, subconsultant shall prepare and submit a Mean High Water (MHW) survey to the Florida Department of Environmental Protection (FDEP).

Exhibit 2.1: Survey Boundary



- **SUBTASK 3: GEOTECHNICAL ENGINEERING**

Since there is no previous geotechnical information available for this site, Weston and Sampson will coordinate with a subconsultant to provide geotechnical engineering consulting services. Geotechnical engineer will review available information, develop a boring plan, submit permit applications, layout the proposed test boring locations in the field, submit utility tickets to Sunshine State One-Call, coordinate boring locations with utility companies, perform two Standard Penetration Test (SPT) borings to a maximum depth of 40 feet where possible, will

perform the required laboratory testing, lateral load analysis of the piles and prepare an engineering report.

Task 2 – Design

Once Task 1 is completed, the project shall move to the Design phase. Weston & Sampson will develop structural construction documents to depict complete replacement work of both docks. These documents will be prepared and submitted for review in incremental stages as described by the following tasks.

- **SUBTASK 1: SCHEMATIC DESIGN/ DESIGN DEVELOPMENT (60%)**

Design Plans

Weston & Sampson shall perform the structural analysis and design necessary to produce design development documents consisting of plans and technical specifications to replace the docks with sufficient detail to facilitate construction. Documents shall include the following drawings:

- a. Existing conditions plan
- b. Overall and Enlarged Site Plans
- c. Structural plans, design criteria, and typical details

US Army Corps of Engineers Preliminary Meeting

Weston & Sampson will schedule a preliminary meeting with the US Army Corps of Engineers (USACE) to discuss the proposed project and confirm that a permit modification is not required. It is assumed for the purpose of this proposal that this project falls under Nationwide Permit 3 – Maintenance. If USACE requires an additional permit application Weston & Sampson will notify the City and submit a fee proposal to provide full permitting services.

Pre-submittal Meeting

Weston & Sampson shall meet with the City to review the proposed replacement construction drawings.

Weston & Sampson shall furnish the City for approval electronic copies (PDFs) of the said plans. Weston & Sampson shall attend a review meeting with the City and make any final revisions within the Construction Documents (100%).

- **SUBTASK 2: CONSTRUCTION DOCUMENTS (100%)**

Design Plans

Weston & Sampson shall utilize the approved Schematic Design/ Design Development (60%) documents, along with the City’s review comments to complete working plans in sufficient detail to permit solicitation of firm bids in open competition for construction of the project.

Technical Specifications

The drawings shall be supplemented with technical specifications in sufficient detail to permit solicitation of firm bids in open competition for construction of the project. Weston & Sampson shall prepare standard technical specifications. These specifications shall be used in conjunction with the City’s Bidding and Contract Requirements (Division 0) and General Requirements (Division 1). Construction Specifications Institute (CSI) format Technical Specifications will be used to complement the Contract Drawings.

Construction Cost Estimate

Weston & Sampson will prepare an Opinion of Probable Construction Cost (OPCC) for the repairs. The OPCC shall be a full and complete cost estimate for the project.

Weston & Sampson shall furnish to the City for approval electronic copies (PDFs) of the plans, specifications, and construction cost estimate.

City Review / Final Submittal

Following the City's approval of the plans, specifications and construction cost estimate, Weston & Sampson shall incorporate all changes required by the City and building department.

TASK 2 Deliverable: Design Development (60%) and Construction Documents (100%).

Task 3 – Bidding Services

Weston & Sampson shall furnish to the City signed & sealed electronic copies (PDFs and CAD files) of the said plans, specifications, and construction cost estimate for bidding purposes.

- **ADDENDA**

Weston & Sampson shall prepare up to three (3) addenda to answer questions from the bidders and to clarify the design intent, if necessary. If required, addenda are expected to be minor in nature.

- **BID OPENING MEETING**

Weston & Sampson shall attend the bid opening and shall prepare a tabulation of the bids received.

TASK3 Deliverable: Preparation of bidding documents, attendance at a bid opening meeting, review and respond to requests for information and preparation of addenda.

Task 4 – Construction Administration

Weston & Sampson shall provide the following construction phase services for the project, to be compensated at an hourly basis per the attached rate chart:

- **CONSTRUCTION ADMINISTRATION**

Weston & Sampson will provide construction administration and general project support during the construction of the project, including:

- Preparation of conformed documents.

- Attendance of one pre-construction conference (in-person), including preparation of agenda and minutes.

- Review of up to five submittals and two shop drawings.

- Response to requests for information (RFIs). Up to a maximum of 10 RFIs.

- Perform one construction observation. Includes one observation report per visit.

- Perform substantial completion punch list and final completion site visits along with corresponding certificates.

ASSUMPTIONS:

- This scope of work does not include testing for and remediation of hazardous materials/waste other than stated above. Any uncovered environmental conditions encountered during construction will be addressed as a separate additional service, if necessary.
- Condition of the vinyl sea wall is in good condition.
- Docks will not have vessels moored to them during storm events.
- Dock design vessel will not exceed 25ft in length.
- Army Corp of Engineers permit modification application will not be required.
- Material sampling and laboratory testing of the existing dock is excluded.
- Permit application fees are excluded.

SCHEDULE

The scope of services will be performed in accordance with the following schedule:

Task 1 – Pre-Design - to be completed within 60 days of notice to proceed.

Task 2 – Design - to be completed within 90 days of notice to proceed.

Task 3 – Bidding Services - to be completed within 30 days of notice to proceed.

Task 4 – Construction Administration – duration subject to construction schedule but shall not exceed 270 days from notice to proceed.

COMPENSATION

The Price Proposal submitted by CONSULTANT attached hereto as Exhibit A is accepted and summarized as follows:

Definitions:

Lump Sum (LS): Includes all direct and indirect labor costs, personnel related costs, overhead and administrative costs, which may pertain to the services performed, provided and/or furnished by the CONSULTANT as may be required to complete the services in Exhibit A. The total amount of compensation to be paid the CONSULTANT shall not exceed the amount of the total Lump Sum compensation established and agreed to. The portion of the amount billed for CONSULTANT's services which is on account of the Lump Sum will be based upon CONSULTANT's estimate of the portion of the total services actually completed at the time of billing.

Time and Materials (T&M): For the actual hours expended by the CONSULTANT's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT's standard billing rate schedule in effect at the time the services are rendered. The current standard billing rate schedule is attached as Exhibit B. For the services of CONSULTANT's Sub-Consultants engaged to perform or furnish services in Exhibit A, the amount billed to CONSULTANT therefore times a factor of 1.10. The amount payable for Reimbursable Expenses will be the charge actually incurred by or imputed cost allocated by CONSULTANT, therefore times a factor of 1.10.

Estimated Fees: CONSULTANT's estimate of the amount that will become payable for Services (including CONSULTANT's Sub-Consultants and reimbursable expenses) is only an estimate for planning purposes, is not binding on the parties and is not the maximum amount payable to CONSULTANT for the services under this Agreement. Notwithstanding the fact that the estimated amount for the services is exceeded, CONSULTANT shall receive compensation for all Services furnished or performed under this Agreement.

If it becomes apparent to CONSULTANT at any time before the Services to be performed or furnished under this Agreement are about eighty percent complete that the total amount of compensation to be paid to CONSULTANT on account of these Services will exceed CONSULTANT's estimate, CONSULTANT shall endeavor to give CITY written notice thereof. Promptly thereafter CITY and CONSULTANT shall review the matter of compensation for such Services, and either CITY shall accede to such compensation exceeding said estimated amounts or CITY and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT under this Agreement so that total compensation for such Services will not exceed said estimated amount when such services are complete. The CONSULTANT shall be paid for all services rendered if CONSULTANT exceeds the estimated amount before CITY and CONSULTANT have agreed to an increase in the compensation due to CONSULTANT or a reduction in the remaining services.

For the services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Price Proposal", the CITY shall compensate the CONSULTANT as follows:

EXHIBITS

This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

- Exhibit A “Price Proposal”
- Exhibit B “Standard Billing Rate Schedule”

IN WITNESS WHEREOF, the parties hereto have executed the Agreement to be effective as of the date above.

OWNER:
CITY OF SANIBEL

CONSULTANT:
COMPANY NAME

Signature



Signature

By: Dana Souza

By: Joseph Zongol, PE, NICET III

Title City Manager

Title Regional Manager | Senior Associate

Exhibit A “Price Proposal”

ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M; NTE)
Task 1 – Pre-Design	\$22,900	LS
Task 2 – Design	\$25,300	LS
Task 3 – Bidding Services	\$2,600	LS
Task 4 – Construction Administration	\$12,900	T&M
TOTAL COMPENSATION FOR CONSULTANT’S SERVICES*	\$63,700	LS & T&M

*Includes subconsultant and expenses itemized below.

For services of CONSULTANT’s Sub-Consultants engaged to perform or furnish services, the CITY shall compensate the CONSULTANT as follows:

SUB-CONSULTANT	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M; NTE)
KCI (Survey)	\$6,380.00	LS
Ardaman & Associates (Geotechnical)	\$10,777.25	LS
TOTAL COMPENSATION FOR SUB-CONSULTANT’S SERVICES	\$17,157.25	

For reimbursable expenses of CONSULTANT, the CITY shall compensate the CONSULTANT as follows:

REIMBURSABLE EXPENSES	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M; NTE)
Airline Fares, hotels, rental car, fuel, courier and express delivery charges, reproduction of plans and reports, photography, field supplies and costs of other materials and/or equipment specifically used for and solely applicable to this project	\$597.75	LS
TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES	\$597.75	

TOTAL COMPENSATION INCLUDING CONSULTANT’S SERVICES, SUB-CONSULTANT’S SERVICES & REIMBURSABLE EXPENSES	\$63,700.00	LS
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Sanibel / Boat Ramp Docks											6/30/2024		
TASK NO.	TASK DESCRIPTION									Billing Costs			
		Regional Manager \$275.00	Sr. Technical Leader \$275.00	Sr. Team Leader \$250.00	Sr Project Engineer \$155.00	Sr Project Engineer \$155.00	Project Engineer \$150.00	Engineer I \$130.00	TOTAL HOURS	EXPENSES	SUB-CONSULT.	TOTAL COST	
1	Task 1												\$22,900.00
1.1	Kickoff Meeting & Data Review		4	4		4	4		16	\$322.75			\$3,642.75
1.2	Surveys		2	2					4		\$6,380.00		\$7,430.00
1.3	Geotechnical Engineering		2	2					4		\$10,777.25		\$11,827.25
2	Task 2												\$25,300.00
2.1	Schematic/Design Development Design Plans		2	4		8	16	40	70	\$60.00			\$10,450.00
2.2	USACE meeting	1			2				3				\$585.00
2.3	Pre-submittal meeting	2		4					6	\$55.00			\$1,605.00
2.4	Final Design Plans		2	2		4	8	32	48				\$7,030.00
2.5	Tech Specs		2	2		8			12				\$2,290.00
2.6	OPCC			4			8		12				\$2,200.00
2.7	City Review Final Submittal					4		4	8				\$1,140.00
3	Task 3												\$2,600.00
3.1	Addenda			1		4	4		9				\$1,470.00
3.2	Bid Opening Meeting		4						4	\$30.00			\$1,130.00
4	Task 4												\$12,900.00
4.1	Conformed documents			2		4		8	14				\$2,160.00
4.2	Pre con meeting		4						4	\$47.50			\$1,147.50
4.3	Submittals			4		16			20				\$3,480.00
4.4	RFIs			2		8			10				\$1,740.00
4.5	Construction observations (one visit)			2		6			8	\$27.50			\$1,457.50
4.6	Substantial and Final observations			4		12			16	\$55.00			\$2,915.00
TOTALS		3	22	39	2	78	40	84	268	\$597.75	\$17,157.25		\$63,700.00
LABOR BILLINGS PER STAFF MEMBER		\$825	\$6,050	\$9,750	\$310	\$12,090	\$6,000	\$10,920					

EXHIBIT B

Rate Schedule for **October 1, 2023** to **September 30, 2028**

Functional Positional Title	Hourly Rate
Vice President	\$340.00
Regional Manager	\$275.00
Sr. Technical Leader	\$275.00
Sr. Team Leader	\$250.00
Team Leader	\$240.00
Senior Project Manager / Sr. Job Captain	\$210.00
Project Manager / Job Captain	\$185.00
Sr. Project Engineer / Sr. Project Architect	\$155.00
Project Engineer / Project Architect	\$150.00
Engineer III / Architect III / Environmental Scientist III / Resiliency Planner III	\$145.00
Engineer II / Architect II / Environmental Scientist II / Resiliency Planner II	\$140.00
Engineer I / Architect I / Environmental Scientist I / Resiliency Planner I	\$130.00
CAD / GIS Technician	\$120.00
Administrative Coordinator	\$115.00
Intern	\$80.00

MISCELLANEOUS EXPENSES

- General photocopying/reproduction/printing – no charge
- Production/photocopying of construction documents – cost only
- Printing – outside services – cost only
- Mileage reimbursement – per federal reimbursement rate
- Lodging and meals, incidental out-of-pocket costs – cost only
- Subconsultant fees – cost plus 10%
- All other outside expenses – cost plus 10%
- Any single reimbursable expense which exceeds \$500 shall be approved in advance, in writing, by the City's Public Works Director.