

CITY OF SANIBEL
Construction Engineering Inspection (CEI) of Sanibel Slough Dredging Project
Approval of Professional Services Proposal by Johnson Engineering, LLC

This agreement constitutes a work order made through and under the Professional Services Agreement between City of Sanibel (CITY) and Johnson Engineering, LLC (CONSULTANT) for professional services dated May 4th, 2021, 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:

CITY has received State appropriations for dredging a portion of the Sanibel Slough to increase stormwater conveyance capacity and improve water quality. With the project’s design and permitting phase complete, CITY seeks to contract for professional consulting services with CONSULTANT to provide construction engineering inspection services for the “Sanibel Slough Dredging Project” which will be constructed by a Contractor selected by CITY through the public bid process. The project focus area is shown in **Figure 1**.

Task 1 – Construction Engineering Inspection (CEI) Services

CONSULTANT will provide CEI services during construction as outlined in Exhibit B. CONSULTANT shall provide qualified construction inspection staff to observe the progress of the work to determine if it is in substantial conformance with the terms of the Contractor’s contract documents. Inspections are not intended to be exhaustive or extend to every aspect of the work. CONSULTANT shall monitor the progress as necessary to verify quantities requested for payment in the Contractor’s pay request(s). The anticipated construction duration is 120 days.



Figure 1. Sanibel Slough Dredging Project Location Map.

SUB-CONSULTANT SERVICES:

Not anticipated at this time.

SCHEDULE

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

Task 1 – Construction Engineering Inspection (CEI) Services – to be completed within **180** days of 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 set forth in the Master Contract. For the services of CONSULTANT's Sub-Consultants engaged to perform or furnish services, 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:

ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M)
Task 1 – Construction Engineering Inspection (CEI) Services	\$65,550.00	LS
TOTAL COMPENSATION FOR CONSULTANT’S SERVICES	\$65,550.00	LS

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)
N/A		
TOTAL COMPENSATION FOR SUB-CONSULTANT’S SERVICES		

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)
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	N/A	N/A
TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES	N/A	N/A

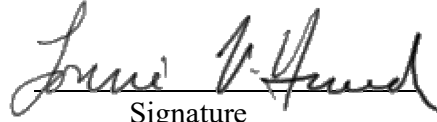
TOTAL COMPENSATION INCLUDING CONSULTANT’S SERVICES, SUB-CONSULTANT’S SERVICES & REIMBURSABLE EXPENSES	\$65,550.00	LS
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IN WITNESS WHEREOF, the parties hereto have executed the Agreement to be effective as of the date above.

OWNER:
CITY OF SANIBEL

CONSULTANT:
JOHNSON ENGINEERING, LLC

Signature


Signature

By: Dana Souza

By: Lonnie V. Howard

Title: City Manager

Title: Vice President

Exhibit A - Price Proposal

Project Name: City of Sanibel - CEI for Sanibel Slough Dredging Project
 Project Number: 20214111-000
 Project Manager: Jordan Varble, P.E.
 Date: November 18, 2025

TASK OUTLINE		TOTALS	Professional 7	Professional 5	Professional 4	Technician 5	Technician 3	Technician 2	Field Crew 3- Person	Administrative 3
			1	Project Startup and Background	\$ 65,550.00	98	44	254	0	48
		\$ -	0	0	0	0	0	0	0	0
		\$ -	0	0	0	0	0	0	0	0
		\$ -	0	0	0	0	0	0	0	0
		\$ -	0	0	0	0	0	0	0	0
TOTAL LABOR HOURS		470	98	44	254	0	48	12	0	14
LABOR BILLING RATE			\$ 190.00	\$ 150.00	\$ 135.00	\$ 120.00	\$ 85.00	\$ 70.00	\$ 170.00	\$ 80.00
TOTAL COST		\$ 65,550.00	\$ 18,620.00	\$ 6,600.00	\$ 34,290.00	\$ -	\$ 4,080.00	\$ 840.00	\$ -	\$ 1,120.00
Materials		COST								
TOTAL MATERIAL COST		\$ -								
SUMMARY										
	TOTAL LABOR HOURS	470								
	TOTAL COST	\$ 65,550.00								
	TOTAL MATERIAL COST	\$ -								
TOTAL PROJECT COST		\$ 65,550.00								

Exhibit B

Exhibit B consisting of **THREE (3)** page(s) referred to in the Professional Services Agreement between CITY and CONSULTANT for professional Construction Engineering Inspection (CEI) services for the Sanibel Slough Dredging Project.

Initial:
CITY
CONSULTANT 

CONSTRUCTION OBSERVATION SERVICES

General Administration of Construction Contract:

CONSULTANT shall consult with and advise CITY and act as CITY's representative as provided in the Standard General Conditions of the Construction Contract Documents. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned in said Standard General Conditions shall not be modified, except to the extent provided in Exhibit A and except as CONSULTANT may otherwise agree in writing. All of CITY's instructions to Contractor will be issued through CONSULTANT who shall have authority to act on behalf of CITY in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.

Pre-Construction Meeting: CONSULTANT will attend the pre-construction meeting to review the project scope, discuss project submittals and identify issues that need to be addressed prior to the project starting. CONSULTANT will prepare an Agenda and issue written meeting notes after the meeting.

Visits to Site and Observation of Construction: In connection with observations of the work of Contractor while it is in progress:

CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction as CONSULTANT deems necessary in order to observe as a design professional the general progress and quality of the various aspects of Contractor's work. Such visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents. Based on information obtained during such visits and such observations, CONSULTANT shall endeavor to determine in general if such work is proceeding in accordance with the design concept and the design information shown in the Contract Documents and CONSULTANT shall keep CITY informed of the progress of such work. The responsibilities of CONSULTANT contained in this paragraph are expressly subject to the limitations set forth and other express or general limitations in this Agreement.

CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Clarifications and Interpretations; Field Orders: CONSULTANT shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. CONSULTANT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Change Orders and Work Change Directives: CONSULTANT shall recommend Change Orders and Work Change Directives to CITY as appropriate, and shall prepare Change Orders and Work Change Directives as required.

Shop Drawings: CONSULTANT shall review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the design information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Review of a specific item shall not indicate the CONSULTANT has reviewed the entire assembly of which the item is a component. CONSULTANT shall not be responsible for any deviations from the Contract Documents not brought to the attention of the CONSULTANT in writing by the Contractor. CONSULTANT shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Substitutes: CONSULTANT shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

Inspections and Tests: CONSULTANT may require special inspections or tests of the work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests.

Disagreements between CITY and Contractor: CONSULTANT shall render the initial decisions on all claims of CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to CITY or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment: Based on CONSULTANT's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

CONSULTANT shall determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to CITY, based on such observations and review, that to the best of CONSULTANT's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the design information Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the CONSULTANT's recommendations), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled. In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

By recommending any payment CONSULTANT shall not thereby be deemed to have represented that on-site observations made by CONSULTANT to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents. Neither CONSULTANT's review of Contractor's work for the purposes of recommending payments nor CONSULTANT's recommendation of any payment (including final payment) will impose on CONSULTANT responsibility to supervise, direct or control such work or for the means, methods,

techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to CITY free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.

Contractor's Completion Documents: CONSULTANT shall receive, review and transmit to CITY with written comments maintenance and operating instructions, schedules, Guarantees Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked up record documents (including Shop Drawings, Samples and marked-up record Drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. CONSULTANT's review of such documents will only be to determine generally to the best of CONSULTANT's knowledge, information and belief that their content complies with the requirements of (and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with) the Contract Documents.

Substantial Completion: Following notice from Contractor that Contractor considers the entire work ready for its intended use, CONSULTANT and CITY, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If after considering any objections of CITY, CONSULTANT considers the work substantially complete, to the best of CONSULTANT's knowledge, information and belief per the conditions above, CONSULTANT shall deliver a certificate of Substantial Completion to CITY and Contractor.

Final Notice of Acceptability of the Work: CONSULTANT shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice that the work is acceptable (subject to the provisions of the preceding paragraphs) to the best of CONSULTANT's knowledge, information and belief and based on and limited the extent of the services performed and furnished by CONSULTANT under this Agreement.

Limitation of Responsibilities: In addition to the limitation of responsibilities of CONSULTANT as detailed in this Agreement, CONSULTANT shall not supervise, direct or have control over Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by Contractor nor for Contractor's safety, precautions or programs in connection with the work. These rights and responsibilities are solely those of Contractor in accordance with Contract Documents. CONSULTANT shall not be responsible for any acts or omissions of Contractor, Sub-Contractor, any entity performing any portions of their work, or any agents or employees, if any of them. CONSULTANT does not guarantee the performance of Contractor and shall not be responsible for Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

Duration of Construction Phase: The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon the earlier of 120 day(s) after commencement or the written recommendation by CONSULTANT of final payment unless otherwise agreed to by the CONSULTANT and CITY in writing.