

City of Sanibel –City Hall Facility Assessment 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:

Weston & Sampson (CONSULTANT) will conduct a comprehensive visual assessment and documentation of the existing conditions at Sanibel City Hall, located at 800 Dunlop Rd, Sanibel, FL 33957, to evaluate its resiliency, structural integrity, code compliance, and overall maintenance needs. The assessment will focus on the following key areas:

- 1. **Resiliency Considerations** Evaluate the facility's vulnerability to flooding, storm surge, and wind events, assessing the effectiveness of existing protective measures and the resilience of structural components and cladding.
- 2. **Code Compliance** Review the facility's adherence to the 2023 Florida Building Code (FBC), 8th Edition and ADA accessibility standards, identifying necessary upgrades to meet regulatory requirements.
- 3. **Concrete Maintenance** Perform a visual assessment and document the condition of concrete elements, recommending repair and preservation strategies.
- 4. **CMU Maintenance** Perform a visual assessment and document the condition of concrete masonry units (CMUs) elements, recommending repair and preservation strategies.
- 5. **Wood Maintenance** Perform a visual assessment and document the condition of wood structural, finish components, and exterior decking, identifying deterioration and necessary treatments.
- 6. **Thermal & Moisture Protection** Analyze building envelope performance, including waterproofing, insulation, and vapor barriers, to mitigate moisture intrusion and enhance energy efficiency.
- 7. **Openings (Doors & Windows)** Assess the condition, performance, and resiliency of exterior and interior doors, windows, and storm shutters, recommending upgrades where necessary.
- 8. **Finishes** Document and evaluate the condition of floor finishes, coatings, and other interior and exterior finishes, identifying necessary refurbishments and strategies to mitigate existing moisture condensation issues.
- 9. **Elevator** (SUBCONSULTANT) Perform on-site assessment and detailed report of one elevator to document existing conditions and evaluate the overall condition of the exiting elevator equipment as currently installed; to include machine room equipment, hoistway equipment and car equipment. Assessment and report will include car speed data; door speed calculations;



recommendations to minimize impact of harsh environmental conditions/exposure, expected life cycle; capital planning; long term improvements; detailed listing and code references of all identified equipment deficiencies; and assess the ability to support future additions to staff and services.

- 10. **HVAC Systems** (**SUBCONSULTANT**) Evaluate the existing heating, ventilation, and air conditioning systems, assessing efficiency, condition, and potential improvements.
- 11. **Plumbing (SUBCONSULTANT)** Review the existing plumbing infrastructure, assessing condition and potential improvements. The existing underground water main will be evaluated to determine the feasibility of its reconfiguration for improved functionality and resilience.
- 12. **Electrical, Power (SUBCONSULTANT)** Assess the current electrical system, including the capacity, condition, and potential improvements. The existing secondary power system will be specifically addressed to determine the feasibility of relocating the generator, relocating its fuel supply, and increasing its capacity to supply the entire City Hall complex.
- 13. **Electrical, Interior Lighting & Controls (SUBCONSULTANT)** Assess the current lighting and controls systems including condition and potential improvements.
- 14. **Electrical, Exterior Lighting at Pedestrian & Vehicle areas (SUBCONSULTANT)** Assess existing exterior lighting and controls systems for safety, energy efficiency, and adequacy for both pedestrian and vehicular areas.
- 15. **Fire Alarm System (SUBCONSULTANT)** Evaluate the existing fire alarm for compliance, functionality, and necessary upgrades.
- 16. **Roofing** Inspect roofing materials, associated drainage systems, and overall roof condition to determine maintenance and replacement needs.
- 17. **Interior Improvements (Council Chambers Reconfiguration)** Evaluate potential reconfigurations and enhancements to the Council Chambers to improve functionality and accommodate future needs.

Task 1 – Kickoff Meeting & Data Review

• SUBTASK 1: KICKOFF MEETING

Attend an in-person Kick-Off Meeting with OWNER's representatives to review the project goals, the scope of tasks to be undertaken, procedural protocols, and the nature and schedule of deliverables. During this meeting we will coordinate and identify areas where structural members need to be uncovered before or during the Field Assessments task.

• SUBTASK 2: DATA REVIEW

Review any existing site, survey, and geotechnical data available from the OWNER including record drawings, topographic and boundary surveys, historical information, elevation certificates, etc.

Deliverable: Timeline for project completion, including key milestones against which progress will be measured for internal and external project management, document exchange and a preliminary schedule for stakeholder interviews.

Task 2 – Field Assessments

• SUBTASK 1: FIELD OBSERVATIONS

CONSULTANT will perform a site visit to gather the necessary field data and documentation

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Weston & Sampson Engineers



regarding existing structural, mechanical, electrical, plumbing, fire alarm and architectural systems/components to prepare the assessment report.

The primary objective of the observations is to obtain, through visual means, the information that will be used to provide a comprehensive general facility assessment of existing conditions throughout the facility. The team will focus on identifying significant deficiencies in need of maintenance, repair, replacement, upgrade or capital renewal action and make note of observed locations with damage, significant deterioration and previous repairs.

- The observation will cover all general areas of the facility readily accessible by foot and cover limited locations accessible by ladder or personnel lift.
- Assess the structural integrity of the building as can be deduced from visual observations (settlement cracking, steel deterioration, out of plumb walls, visual deflections of beams, lintels, columns, among others).
- Conduct a visual inspection for envelope weather-tightness by identifying/reviewing any evidence of water or moisture infiltration, as observed from the interior of the building and/or as seen from deficiencies in the integrity of the exterior envelope assemblies/materials.

The following components will be reviewed during the field assessment:

- Building envelope (cladding, glazing and roofing/waterproofing).
- Perimeter review and integrity assessment of components (foundation walls exposed to view, exterior masonry, windows, doors, fixtures, gutters/downspouts, columns, etc.)
- Building Code issues (identify life safety concerns: egress, stairs, railing, sprinklers, exit hardware, etc.)
- American with Disabilities Act (ADA) compliance, review of items related to access requirements, (floor elevation(s), entrances/exits, elevator, restroom clearances, doorway and travel widths, among others).
- Electrical system (lighting, electrical panels, switches, outlets, etc.)
- Plumbing system (fixtures, drinking fountains, piping exposed to view.)
- Heating, Ventilation and Cooling (HVAC) system
- Interior spaces (walls, doors, flooring, ceilings, materials and conditions of finishes among others.)
- Measuring during the observations will be minimized, as the intent is to rely on the existing drawings.

Drones will be utilized to obtain photos/videos of exterior features primarily from above the roof. The drone imagery will provide additional visual information to assess the existing condition of the exterior building envelope.

• SUBTASK 2: INTERVIEWS

Other information on the facility to be considered in the assessment will be gathered through interviews with knowledgeable staff (identified by the OWNER) either by telephone, email, video conference, or on-site at the time of the site observation.

Deliverable: The information obtained will be cataloged and inform the findings and recommendations.



Task 3 – Preliminary Report

SUBTASK 1: GATHER DATA

- The team of engineers and architects will identify, compile, and sort the relevant information gathered from Phases 1 and 2.
- Develop base plan drawings which would be shared among the team of Florida licensed engineers and architects and incorporated into the final report. Drawings to indicate and note existing conditions and recommendations for improvements.
- Having been identified during the site observation or through research and review of the documents, interviews of knowledgeable staff, and security evaluations, a final list of recommendations for improvements will be compiled.
- Each significant improvement will be assigned to one or more of the following categories which represents the priority.
 - <u>Priority 1</u> = High importance to the OWNER or otherwise having an impact to life safety/ building occupancy
 - Priority 2 = Moderate importance (within 1-5 years)
 - Priority 3 = Low importance (beyond year 5)

SUBTASK 2: DRAFT REPORT

- O Prepare a draft facility condition assessment report. It is anticipated the report will include some representative record plans (provided by the OWNER), drawings prepared to indicate significant findings and improvement recommendations, representative photographs, and lists/tables summarizing the data and findings. The following sections will be included in the report:
 - Executive Summary
 - Criteria and Assumptions
 - Evaluation and Field Assessments (summary of findings)
 - Recommendations for Improvements (diagrammatic/ schematic drawings)
 - Conclusions
- Submit a Word and PDF electronic copy to OWNER for review
- o Schedule and attend one (1) meeting with representatives of the OWNER to review the draft report and receive comments

• SUBTASK 3: MEETINGS WITH OWNER

 Attend one (1) City Council meeting to present a summary of the findings and answer questions.

Deliverable: Comprehensive confidential findings and recommendation report.

Task 4 – Cost Estimate

• Utilizing the Draft Report, the CONSULTANT will prepare a conceptual cost estimate for each of the improvement recommendations. The estimate be based on costs from RS Means data and/or similar recent projects and shall identify potential soft costs associated with the project



including design contingencies, construction contingencies, architectural and engineering design fees, OPM fees, and escalation. Also, a complete replacement preliminary opinion of construction cost will be prepared for comparison purposes. All costs shall be projected to the anticipated mid-year of construction.

Deliverable: A Preliminary Opinion of Probable Construction Cost for budgeting purposes using RS Means, internal data and engineering judgement and a replacement cost for the entire facility using RS Means square foot data.

<u>Task 5 – Final Report</u>

- Incorporate review comments from representatives of the OWNER and finalize the report
- Submit one signed & sealed paper copy and one electronic PDF copy of the final report to OWNER.

Deliverable: Comprehensive recommendation report combining information from all Phases

ADDITIONAL CLARIFICATIONS, ASSUMPTIONS AND EXCLUSIONS:

- Drawing Images for inclusion in the draft and final reports are to show findings and diagrammatic representations of proposed Improvements
- The following items are specifically excluded from the scope of work:
 - o Detailed land surveys requiring a professional Surveyor and Mapper
 - Design Development and Construction Document services associated with recommended improvements
 - Assessment of civil site components (i.e. drainage, sidewalks, pavements, storm sewers.)
 - Detailed structural analysis
 - o Material sampling and laboratory testing
 - o Testing of mechanical, plumbing and electrical systems
 - Geotechnical services
 - Design services for recommended repairs
 - o Video inspection of gravity sewer pipes, storm drains, building pipes, etc.
 - o Land Development Code Compliance
 - o Detailed third party cost estimating
- 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 field measurements will be addressed as a separate additional service, if necessary.
- The OWNER will uncover structural members at selected locations and provide ladders or equipment necessary to access ceiling/attic spaces.



SCHEDULE

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

Task	Duration
Task 1 – Kickoff Meeting & Data Review	1 month
Task 2 – Field Assessments	1 month
Task 3 – Preliminary Report	2 months
Task 4 – Cost Estimate	2 month
Task 5 – Final Report	1 month
TOTAL	<u>6 months</u>

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 OWNER shall compensate the CONSULTANT as follows:

EXHIBITS

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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.

OWN <u>CITY</u>	EK: <u>OF SANIBEL</u>		SULTANT: PANY NAME
	Signature		Signature
Ву:	Dana Souza	Ву:	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 – Kickoff Meeting & Data Review	\$4,400.00	LS
Task 2 – Field Assessments	\$44,125.00	LS
Task 3 – Preliminary Report	\$55,000.00	LS
Task 4 – Cost Estimate	\$26,750.00	LS
Task 5 – Final Report	\$14,780.00	LS
TOTAL COMPENSATION FOR CONSULTANT'S SERVICES*	\$145,055.00	LS

^{*}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)
Burges Brant Consulting Engineers	\$49,610.00	LS
ATIS Elevator and Escalator Consultant	\$6,017.00	LS
TOTAL COMPENSATION FOR SUB-CONSULTANT'S SERVICES	\$55,627.00	LS

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	\$1,983.00	LS
TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES	\$1,983.00	LS

TOTAL COMPENSATION INCLUDING CONSULTANT'S SERVICES, SUB-CONSULTANT'S SERVICES &	\$145,055.00	LS
REIMBURSABLE EXPENSES		



EXHIBIT A

												Weston &	Sampson
Sar	nibel / City Hall Facility A	ssessme	nt										3/21/202
												Billing Costs	
TASK		Regional Manag	Sr. Team Leader	Sr. Proj Eng	Proj Eng	Level I	Proj Manage	Job Captair	Proj Archited	TOTAL		SUB-	TOTAL
NO.	TASK DESCRIPTION	275	\$250.00	\$155.00	\$150.00	\$130.00	185	185	150	HOURS	EXPENSES	CONSULT.	COST
1	Kickoff Meeting and Data Review												
1.1	Kickoff Meeting	2	4				4			10	\$150.00		\$2,440.00
1.2	Data Review			4			2	2	4	12			\$1,960.00
2	Field Assessments		_								****	**********	
2.1	Field Measurements (includes drone flights)	2	-	12	12	12	12	12	12	82	\$611.50	\$26,163.50	\$40,785.00
2.2	Interviews		2	4			4	8		18			\$3,340.00
3	Preliminary Report		_										
3.1	Gather Data		2	8		16	2	8	8	44			\$6,870.00
3.2	Draft Report	2	_	24		16	8	32	16	100		\$26,163.50	\$42,813.50
3.3	Meetings With City		4	8			16			28	\$116.50		\$5,316.50
4	Cost Estimate												
4.1		1	4	8	24	16	16	8	8	85	\$5.01		\$13,840.01
4.2	Replacement Cost	2	4	8	16	16	16	8	8	78			\$12,910.00
5	Final Report	8	4	8		8	4	16	8	56		\$3,300.00	\$13,680.00
	REIMBURSABLES										\$1,100.00		\$1,100.00
	TOTALS	17	34	84	52	84	84	94	64	513	\$1,983.00	\$55,627.00	\$145,055.00
	LABOR BILLINGS PER STAFF MEMBE	R \$4,675	\$8,500	\$13,020	\$7,800	\$10,920	\$15,540	\$17,390	\$9,600				



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.