

City of Sanibel – Speed Limit Study
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 (OWNER) and Johnson Engineering, LLC (CONSULTANT) for professional services dated May 4, 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:

The intent of this project is to analyze existing conditions and traffic data as necessary to determine appropriate posted speed limits within select locations in the City of Sanibel. Specific tasks are as outlined below:

Task 1 - Data Collection and Analysis

The CONSULTANT shall collect 7-day, 24-hour traffic counts including speed data at five (5) locations within the City of Sanibel. Those locations include the following:

- Three locations on Sanibel-Captina Road, west of Tarpon Bay Road
- One location on Periwinkle Way, east of Causeway Boulevard
- One location on Rabbit Road

The consultant shall also analyze the 5-year crash data for the subject roadways. The crash data is to be provided by the City. The CONSULTANT will analyze the traffic data and crash data in preparation for the Draft Report.

Task 2 - Draft Report and Coordination with City Staff

The CONSULTANT shall prepare a Draft Report summarizing the data collected in Task 1. The intent of the analysis is to observe any vehicle speed tendencies associated with such traffic. The draft report shall also discuss recommendations that may be taken by the City. Upon completion of the traffic analysis and draft report, but prior to preparation of the final report, the CONSULTANT shall meet with City staff for an informal and preliminary presentation of findings. The purpose is to gather staff's input on the subject and refine the final report.

Task 3 - Final Report

The CONSULTANT shall update the draft report based on City input. The final report shall include all data, analyses, and discussion of recommendations.

SCHEDULE

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

Task 1 - Data Collection and Analysis- to be completed within **30** days of notice to proceed.

Task 2 – Draft Report and Coordination with City Staff - to be completed within **60** days of notice to proceed.

Task 3 - Final Report - to be completed within **90** 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 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:

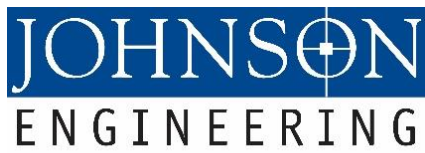
ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M; NTE)
Task 1 – Data Collection and Analysis	\$ 9,712.00	LS
Task 2 – Draft Report and Coordination with City Staff	\$ 8,788.00	LS
Task 3 - Final Report	\$ 5,826.00	LS
TOTAL COMPENSATION FOR CONSULTANT’S SERVICES	\$24,326.00	LS

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; NTE)
Include if Applicable		
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; 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.	N/A	
TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES	N/A	



— An Apex Company —

TOTAL COMPENSATION INCLUDING CONSULTANT'S SERVICES, SUB-CONSULTANT'S SERVICES & REIMBURSABLE EXPENSES	\$24,326.00	LS
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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:
JOHNSON ENGINEERING, LLC

Signature

Signature

By: Dana Souza

By: Lonnie V. Howard

Title City Manager

Title President