



**City of Sanibel – Fishing Pier Replacement  
Approval of Professional Services Proposal by Stantec Consulting Services**

This agreement constitutes a work order made through and under the Professional Services Agreement between CITY 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**

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**PROFESSIONAL SERVICE OF THE CONSULTANT:**

The CONSULTANT shall provide Professional Engineering and Permitting Services for the full in-kind replacement of the Sanibel City Pier, in a new location within Lighthouse Beach Park. The Professional Services shall include environmental permitting services, survey services, design services for the preparation of construction bid documents, Geotechnical Services, and post design services for construction oversight.

**Task 1 – Project Management Services**

The CONSULTANT shall initiate and manage the project, define roles and milestones, coordinate with CITY staff, and conduct regular progress meetings throughout the evaluation and design phases.

The CONSULTANT shall upkeep a Microsoft Project schedule and convey bi-weekly update emails to report progress with CITY staff.

**Task 2 – Survey Services**

- Specific Purpose Topographic Surveys

The CONSULTANT will perform services to locate ground features, water depth, pier, and pilings within a 100' x 275' area around the pier. The CONSULTANT shall also define the west boundary line of the property to define the riparian boundary. Locations shall be in state plane Florida West Zone with a vertical Datum of NAVD88. The CONSULTANT will also establish a control network for topographic survey effort. Data collected will be delivered with digital delivery (AutoCAD Civil3D) to engineers for design purposes. The specific purpose survey will be prepared and delivered in digital AutoCAD format in accordance with the "The Standards of Practice for Surveying in the State of Florida", Section 5J-17.05, Florida Administrative Code and Chapter 472, Florida Statutes.

### **Task 3 – Geotechnical Services**

The CONSULTANT shall perform geotechnical services to evaluate the soil conditions for design. Two (2) Standard Penetration Test borings shall be performed to a depth of 75-ft. Boring location shall be identified using a Global Positioning System (GPS) unit and performed using a barge-mounted drill rig.

The summary of the findings and design data recommendations shall be summarized in a geotechnical report.

### **Task 4 – Design Services**

- **Project Management**

The CONSULTANT shall coordinate with CITY and internal CONSULTANT staff, permitting agencies, and project stakeholders as required to complete the project scope within the schedule identified. The CONSULTANT shall also prepare and submit progress reports with each monthly invoice.

- **Configuration Memo**

The CONSULTANT shall prepare a Configuration Memo showing three (3) geometry and layout options for the proposed pier for the City to review and convey the preferred design approach.

- **Design & Construction Plans**

The CONSULTANT shall prepare signed and sealed construction plans for the pier replacement. The pier design shall include a similar or in-kind replacement including a building code compliant railing, timber deck, shade structure, fish cleaning stations, security lighting, and concrete bents and piles.

The design of the foundation shall include wave forces based on numerical methods and include the effects of scour. The design assumes that an increase in the deck elevation will be evaluated to mitigate storm surge.

The CONSULTANT shall prepare construction plans detailing all aspects of the proposed work including the following:

- Key Sheet
- Summary of Quantities
- General Notes
- Construction and Demolition Plan
- Site Plan
- Plan and Elevation
- Foundation Layout
- Pile Data Table
- Bent Details
- Typical Sections
- Framing Plan
- Railing Details
- Shade Structure Details

The CONSULTANT shall submit 60%, and 100% deliverables.

#### Exclusions

1. A coastal analysis to model the wave forces is not included in this scope of work. Wave forces will be based on numerical methods that utilize general site conditions.
2. A sea level rise assessment is not included in this scope of work.
3. Building permit applications

- **Technical Specifications**

The construction plans shall follow the FDOT Standard Specifications for Road and Bridge Construction. The CONSULTANT shall prepare technical specifications for all items not covered in the Standard Specifications.

- **Construction Cost Opinion**

The CONSULTANT shall prepare bid quantities that include all bid items consistent with FDOT item numbering, which comprise the project design. Bid items will include reference to applicable FDOT measurement and payment items.

The CONSULTANT shall prepare an estimate of probable construction cost for the design. The CONSULTANT shall utilize local and FDOT unit cost data along with previous similar project bid information as available.

#### **Task 5 – Public Involvement**

The CONSULTANT shall provide public involvement services to support the fishing pier project. The scope of work includes preparing and delivering a presentation to the City Council, developing exhibits for presentation to the public, and hosting a public meeting.

- **City Council Presentation**

The CONSULTANT will prepare a concise presentation outlining the project purpose, limitations, schedule, anticipated impacts, and anticipated environmental permitting requirements. The CONSULTANT shall prepare and provide Microsoft PowerPoint slides, speaking notes, and written summary. The CONSULTANT shall attend one (1) City Council meeting to deliver the presentation and support questions and answers.

- **Public Meeting Materials & Graphics**

The CONSULTANT will prepare graphics and renderings of the project drawings, existing conditions, proposed improvements and schedule. The CONSULTANT shall prepare Microsoft PowerPoint slides, display boards, comment forms (paper and online), and handouts. Public meeting material shall be provided to the CITY for website and social media outreach.

- Public Meeting

The CONSULTANT will attend and coordinate the logistics for one (1) public meeting. This includes the venue setup, conducting the meeting, comment collection, and attending topic stations.

The CITY will be responsible for the virtual component and recording of the meeting as necessary. The CITY will also be responsible for sending out public notices and paying the cost of any fees or deposits associated with the venue.

- Public Feedback Compilation & Analysis

The CONSULTANT will assemble comments from the public meeting, online forms, emails, and written submissions. The public feedback will be organized and categorized to identify themes, document issues, and highlight priorities. The CONSULTANT shall prepare a public involvement Summary Evaluation with a response-to-comments matrix.

### **Task 6 – Environmental Permitting Services**

- Desktop and Field Assessments

The CONSULTANT will perform a desktop analysis to determine if protected species may occur or are likely to occur in the region, existing habitat types, benthic resource data, land use, soil types, and historical permitting records. This information will be included in the Environmental Narrative and used for agency consultation and permit applications. A field review will be conducted to verify desktop data, identify existing conditions, and determine potential natural resource involvement in order to prepare for impact analysis. The field review will include a preliminary assessment to identify potential protected species and habitat within 25ft of proposed work, including a baseline benthic resource survey. Seagrass surveys are only valid for one year and must be conducted during peak growing season between June 1st and September 30th. The field review will utilize two field staff for one day to conduct seagrass and coral mapping and determine potential presence of other protected natural resources. The field results will be compiled into the Environmental Narrative for review and permitting.

- Environmental Permitting Applications

The CONSULTANT will attend two (2) pre-application meetings with regulatory agencies to introduce the project and identify any environmental concerns that may be present early in the review process. It is anticipated that the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (USACE) will be the permitting agencies, and the Florida Fish and Wildlife Conservation Commission (FWC), U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), and Florida Department of Historic Resources (DHR) will be the commenting agencies.

The following permits are anticipated to be required:

1. U.S. Army Corps of Engineer (USACE) Standard Permit
2. State of Florida Environmental Resource Program (ERP) Individual Permit with Sovereign Submerged Land (SSL) Letter of Consent

The CONSULTANT will prepare application forms and supporting documentation for state and federal authorizations. It is assumed that no impacts to cultural resources, protected species, or water resources are proposed and that the project will be designed to meet the criteria of the authorizations noted above. No mitigation planning is anticipated. The CONSULTANT will respond to up to six (6) total RAIs, and coordinate with the agencies via email and teleconference. No agency field meeting is expected to be required. No Coastal Construction Control Line (CCCL) permitting is anticipated to be required, as the project is landward of the CCCL line and assumed to qualify for exemption 62B-33.004(9)(e), F.A.C. No SSL lease is expected to be required, as the project as described is anticipated to qualify for a letter of consent.

- Assumptions:
  1. The CITY is responsible for payment of agency fees. No local-level permitting (County or City authorizations) are included in this Scope.
  2. No resources will trigger additional agency requests, such as consultations or reporting relating to cultural resources or in-water flora and fauna.
  3. Should the project design exceed thresholds to qualify for the permitting pathways detailed herein, elevated permitting efforts will be provided through a change order.
  4. Drawings, plans, etc. prepared by the CONSULTANT and submitted as part of the permit application will not be revised in response to a redesign or re-engineering of the project outside the control of the CONSULTANT.

#### **Task 7 – Additional Services**

The CONSULTANT may provide additional services as requested by the CITY on an as-needed basis. These services may include additional permitting, public involvement and presentations and/or other requested services. An allowance of \$20,000.00 has been included in the grand total project fee and will only be billed with prior written authorization from the CITY.

#### **Task 8 – Bid Phase Services**

- Pre-Bid Meeting

The CONSULTANT shall attend one virtual pre-bid meeting.

- Bid Question Responses

The CONSULTANT shall assist the CITY with timely responses to questions from bidders.

- Bid Review and Recommendation of Award

The CONSULTANT shall prepare a bid tabulation, an evaluation of bid submittals, and provide a letter of recommendation of award.



**Task 9 – Post Design Services**

- Project Management

The CONSULTANT shall coordinate with the CITY and regarding construction schedules and progress updates. The CONSULTANT shall also prepare and submit progress reports with each monthly invoice.

- Reviews

The CONSULTANT shall review contractor submittals and provide responses to requests for information (RFI’s) and requests for modification (RFM’s), as well as perform a review of contractor pay applications.

It is assumed for this scope of work that the day-to-day construction oversight will be performed by the CITY. Material testing is not included in this scope of services.

- Site Visits

The CONSULTANT shall perform a total of (5) site visits during the construction phase. This shall include one (1) on-site pre-construction meeting, one (3) progress site review, and one (1) final walk through and punch list generation.

**SCHEDULE**

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

<u>Description</u>	<u>Start (days from NTP)</u>	<u>End (days from NTP)</u>
Task 1 – Project Management Services	1	
Task 2 – Survey Services	15	45
Task 3 – Geotechnical Services	15	45
Task 4 – Design Services		
Configuration Memo	1	30
City Council Presentation	30	60
60% Design Submittal	30	105
Public Meeting Presentation	90	150
100% Design Submittal	150	210
Task 5 – Public Involvement Services	30	150
Task 6 – Environmental Permitting Applications	90	120
Task 8 – Bid Phase Services	as needed per the CITY’s bid schedule.	
Task 9 – Post Design Services	as needed per the construction schedule.	

Note: This schedule does not include the issuance of environmental permits. The exact timeline is not known, but the USACE Nationwide Permit has taken approximately 18 months to process on recent similar projects.



## **COMPENSATION**

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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:

<b>ITEM</b>	<b>AMOUNT (Estimated if T&amp;M)</b>	<b>FEE TYPE (LS; T&amp;M; NTE)</b>
Task 1 – Project Management Services	\$8,830.00	LS
Task 2 – Survey Services	\$13,551.00	LS
Task 4 – Design Services	\$73,823.00	LS
Task 5 – Public Involvement Services	\$34,850.00	LS
Task 6 – Environmental Permitting Services	\$43,596.00	LS
Task 8 – Bid Phase Services	\$2,166.00	LS
Task 9 – Post Design Services	\$14,558.00	T&M
<b>TOTAL COMPENSATION FOR CONSULTANT’S SERVICES</b>	<b>\$176,816.00 \$14,558.00</b>	<b>LS T&amp;M</b>

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

<b>SUB-CONSULTANT</b>	<b>AMOUNT (Estimated if T&amp;M)</b>	<b>FEE TYPE (LS; T&amp;M; NTE)</b>
Task 3 – Geotechnical Services	\$65,970.00	LS
<b>TOTAL COMPENSATION FOR SUB-CONSULTANT’S SERVICES</b>	<b>\$65,970.00</b>	<b>LS</b>

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

<b>REIMBURSABLE EXPENSES</b>	<b>AMOUNT (Estimated if T&amp;M)</b>	<b>FEE TYPE (LS; T&amp;M; NTE)</b>
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	\$1,000.00	T&M
<b>TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES</b>	<b>\$1,000.00</b>	<b>LS</b>



For additional services provided and performed by CONSULTANT as directed with a written authorization from the CITY, the CITY shall compensate the CONSULTANT as follows:

<b>ADDITIONAL SERVICES ALLOWANCE</b>	<b>AMOUNT (Estimated if T&amp;M)</b>	<b>FEE TYPE (LS; T&amp;M; NTE)</b>
Task 7 – Additional Services	\$20,000.00	T&M
<b>TOTAL COMPENSATION FOR ADDITIONAL SERVICES ALLOWANCE</b>	<b>\$20,00000</b>	<b>T&amp;M</b>

<b>TOTAL COMPENSATION INCLUDING CONSULTANT’S SERVICES, SUB-CONSULTANT’S SERVICES &amp; REIMBURSABLE EXPENSES</b>	<b>\$278,344.00</b>	
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**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.

**OWNER:**  
**CITY OF SANIBEL** \_\_\_\_\_

**CONSULTANT:**  
**COMPANY NAME** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

By: Dana Souza \_\_\_\_\_

By: Christopher Gamache \_\_\_\_\_

Title City Manager \_\_\_\_\_

Title Principal \_\_\_\_\_