

**City of Sanibel –Periwinkle Bridge Utility Relocation
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:

Sanitary Sewer Lift Station 3 (LS-3) is located adjacent to Periwinkle Way and a canal in Sanibel Florida. The bridge that crosses the canal is currently under design to be widened and lengthened. The replacement plans are being prepared by T.Y Lin International and the associated Periwinkle Roadway Plans prepared by Brindley Pieters & Associates, Inc. There is currently a City owned forcemain that crosses the bridge, along with a water main, which is owned by Island Water Association (IWA).

The City of Sanibel has requested from Weston & Sampson Engineers, Inc. (CONSULTANT) a proposal to prepare technical specifications and retrofit drawings for the modification of the lift station and associated piping to be coordinated with the bridge reconstruction. Weston & Sampson proposes the following tasks to obtain the necessary data to perform design, prepare the construction documents, assist the City with permitting, bidding and construction phase services.

Task 1 – Utility Coordination

The CONSULTANT shall provide the following utility coordination services:

- Review Periwinkle Bridge replacement plans prepared by T.Y Lin International and the associated Periwinkle Roadway Plans prepared by Brindley Pieters & Associates, Inc.
- Utilize the following data (provided by others):
 - existing survey data and CAD files from T.Y Lin and Brindley Pieters for the Bridge Replacement project
 - existing GIS utility information provided by the City of Sanibel and IWA
- Identify potential conflicts with the City of Sanibel’s existing wastewater utilities (Force main and lift station) as well as the IWA’s existing water main
- Prepare a draft set of annotated utility plans along with a draft Utility Work Schedule (UWS)
- Review draft linear utility horizontal and vertical conflict plans and draft UWS with City staff and IWA staff
- Update Draft the utility conflict plans and draft UWS to incorporate review comments from City staff and IWA staff and submit the utility conflict plans and UWS to T.Y Lin and Brindley Pieters
- Review the 60% and 90% bridge and roadway improvement plans prepared by T.Y Lin and Brindley Pieters

- Prepare updated utility conflict plans and UWS

Task 2 – Utility Relocation Plans & Specifications

The CONSULTANT shall provide the following services regarding utility plans and specifications:

- Based on the utility conflict plans developed in Task 1, prepare detailed utility relocation plans, specifications, bid schedule, and cost opinions for the following anticipated improvements:
 - Relocating the existing force main and attaching it to the new bridge
 - Relocating the existing water main and attaching it to the new bridge
 - Relocating affected force main and water main utilities within the project limits beyond the bridge limits
 - Modifications to the existing lift station to accommodate the ground elevation changes proposed for the bridge replacement project as well as piping and structural alterations to accommodate the relocated force main alignment
- Detailed plans, specifications and cost opinions will be prepared at the 60%, 90% and final design stages:
 - Following each design stage submittal, a review meeting with City staff, IWA staff, T.Y. Lin and Brindley Pieters will be held.
 - Prepare meeting minutes
 - Comments received will be addressed in the subsequent submittal

Task 2 Deliverables will include:

- PDF submittals (no hard copies)
- Meeting minutes from each review meeting
- Final design plans and specifications will be digitally signed and sealed by a registered Florida professional engineer

Task 3 – Permitting

The CONSULTANT shall provide the following permitting services:

- Prepare the permit applications and support documentation for the following permits:
 - FDEP Wastewater Permit for the force main and lift station modifications
 - FDEP Water Permit for the water main modifications
 - No other permits are anticipated
- It is anticipated that the City will pay the permit fees directly to the Agencies
- Respond to up to one (1) round of RAI's from each permit application

Task 3 Deliverables will include:

- PDF copies of each permit application and RAI response

Task 4 – Bidding Services

The CONSULTANT shall provide the following bidding services:

- It is anticipated that the utility relocation plans will be incorporated into the bridge replacement plans and will be constructed by the Bridge contractor. ***Therefore, a separate bid package for the utility relocation work will not be prepared.***

- Assist T.Y Lin to answer questions raised by the bidders related to the utility relocation aspects of the project, and T.Y Lin will issue any addenda.

Task 4 Deliverable: Copies of emails to T.Y Lin providing written responses to bidder questions as they arise.

Task 5 – Undefined Needed Services

The CONSULTANT may provide services requested by the OWNER on an as-needed basis. These services may include additional site survey, Lift Station 3 design modifications assistance and/or other requested services. A contingency of \$20,000.00 has been included in the grand total project fee and will only be billed with prior written authorization from the OWNER.

Exemptions

Due to the project timeline, the scope for CEI services shall be deferred to a later date and provided by a Contract Amendment.

SCHEDULE

The scope of services is anticipated to be performed in conjunction with the overall bridge replacement project schedule, which is anticipated to be longer than the durations shown below. However, the estimated minimum duration (from NTP) for Weston & Sampson to complete each Task contained in this proposal is listed below:

Task 1 – Utility Coordination – 45 days

Task 2 – Utility Relocation Plans & Specifications – 60 days

Task 3 – Permitting – 45 days

Task 4 – Bidding - 60 days

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

Signature

By: Dana Souza

Title City Manager

CONSULTANT:
WESTON & SAMPSON ENGINEERS, INC.

Signature

By: Joseph Zongol, PE, NICET III

Title Regional Manager | Senior Associate

Exhibit A “Price Proposal”

ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M; NTE)
Task 1 – Utility Coordination	\$11,110.00	LS
Task 2 – Utility Relocation Plans & Specifications	\$36,810.00	LS
Task 3 – Permitting	\$5,485.00	LS
Task 4 – Bidding	\$4,165.00	LS
Task 5 – Undefined Needed Services - Allowance	\$20,000.00	T&M
TOTAL COMPENSATION FOR CONSULTANT’S SERVICES*	\$77,570.00	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)
N/A	N/A	N/A
TOTAL COMPENSATION FOR SUB-CONSULTANT’S SERVICES	N/A	N/A

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	\$550.00	T&M
TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES	\$550.00	T&M

TOTAL COMPENSATION INCLUDING CONSULTANT’S SERVICES, SUB-CONSULTANT’S SERVICES & REIMBURSABLE EXPENSES	\$77,570.00	LS
--	--------------------	-----------

City of Sanibel - Periwinkle Bridge Utility Relocation												Weston & Sampson		
												7/11/2025		
TASK NO.	TASK DESCRIPTION	Regional Manager	Sr. Team Leader	Team Leader	Project Manager	Project Engineer	Eng. II	Eng. I	Admin Coord	Engineer	TOTAL	Billing Costs		
		\$275.00	\$250.00	*****	\$185.00	\$150.00	*****	\$130.00	*****	\$150.00	HOURS	EXPENSES	SUB-CONSULT.	TOTAL COST
1	Utility Coordination	2		4	8		16	40	4		74	\$220.00		\$11,110.00
2	Utility Relocation Plans & Specifications	2	8	4	16	16	80	120	8		254	\$220.00		\$36,810.00
3	Permitting	2		2	4		8	16	4		36	\$55.00		\$5,485.00
4	Bidding Services	2	2	2	4	2	4	4	4		24	\$55.00		\$4,165.00
5	Undefined Needed Services - Allowance											\$20,000.00		\$20,000.00
TOTALS		8	10	12	32	18	108	180	20		388	\$20,550.00		\$77,570.00
LABOR BILLINGS PER STAFF MEMBER		\$2,200	\$2,500	\$2,880	\$5,920	\$2,700	\$15,120	\$23,400	\$2,300					

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.