

**City of Sanibel – Water Quality Monitoring 2024-2025**  
**Approval of Professional Services Proposal by Johnson Engineering, LLC**

This agreement constitutes a work order made through and under the Professional Services Agreement between OWNER and CONSULTANT for General 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**

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**PROFESSIONAL SERVICE OF THE CONSULTANT:**

**Water Quality Monitoring Plan Background**

In conjunction with the Florida Department of Environmental Protection (FDEP) Municipal Separate Storm Sewer System (MS4) Permit issued to Lee County, the City of Sanibel implemented a Water Quality Monitoring Plan. The Monitoring Plan provides consistent water quality sample collection and analysis at fixed locations along the main waterway within Sanibel Slough East and Sanibel Slough West (fka Sanibel River). Data collected as part of the Monitoring Plan are evaluated to identify significant changes and/or trends in water quality. A summary of the evaluation and charts of specific water quality parameters are included as part of the annual City of Sanibel National Pollutant Discharge Elimination System (NPDES) report.

**Task 1: Water Quality Monitoring**

CONSULTANT will continue to implement the City of Sanibel NPDES Monitoring Plan as part of the MS4 Permit FLS000035-004. CONSULTANT will perform monthly field sampling and testing at each of the twelve (12) monitoring stations for one (1) year, October 2024 through September 2025. Eight (8) monitoring stations are identified in the 2004 FDEP approved monitoring plan and four (4) stations in the vicinity of Blind Pass were subsequently added by the City of Sanibel Natural Resources Department. Water quality grab samples and field measurements (temperature, pH, specific conductance, salinity, dissolved oxygen, oxidation reduction potential, and turbidity) will be collected by qualified water quality scientists. Field measurements and sample analysis results will be maintained in Microsoft Excel databases. CONSULTANT, through Benchmark EnviroAnalytical, Inc. (SUB-CONSULTANT), will upload the quarterly data to the FDEP Watershed Information Network (WIN) on a semi-annual basis. CONSULTANT will provide the field and lab Excel data to the City of Sanibel Public Works Department and the City of Sanibel Natural Resources Department via email quarterly.

**REIM - Reimbursables**

Field supplies: multi-parameter meter, turbidimeter, sample pole, and disposable sampling equipment used for this project will be charged under this item.

**SUB-CONSULTANT SERVICES:**

**Task 2: Laboratory Services**

Benchmark EnviroAnalytical, Inc., a certified environmental laboratory, will analyze the water quality samples for total suspended solids, total organic carbon, nitrite, nitrate, total Kjeldahl nitrogen, ammonia nitrogen, total ammonia, ortho-phosphorus, total phosphorus, and chlorophyll-a.

**SCHEDULE**

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

Task 1 – Water Quality Monitoring - to be completed within 365 days of notice to proceed.

Task 2 – Laboratory Services - to be completed within 365 days of notice to proceed.

**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</b> (Estimated if T&M)	<b>FEE TYPE</b> (LS; T&M; NTE)
Task 1 – Water Quality Monitoring	\$32,988	LS
<b>TOTAL COMPENSATION FOR CONSULTANT’S SERVICES</b>	<b>\$32,988</b>	<b>LS</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</b> (Estimated if T&M)	<b>FEE TYPE</b> (LS; T&M; NTE)
Task 2 – Laboratory Services (Benchmark EnviroAnalytical, Inc.)	\$36,600	T&M
<b>TOTAL COMPENSATION FOR SUB-CONSULTANT’S SERVICES</b>	<b>\$36,600</b>	<b>T&amp;M</b>

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

<b>REIMBURSABLE EXPENSES</b>	<b>AMOUNT</b> (Estimated if T&M)	<b>FEE TYPE</b> (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	\$1,620	T&M
<b>TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES</b>	<b>\$1,620</b>	<b>T&amp;M</b>
<b>TOTAL COMPENSATION INCLUDING CONSULTANT’S SERVICES, SUB-CONSULTANT’S SERVICES &amp; REIMBURSABLE EXPENSES</b>	<b>\$71,208</b>	<b>LS/ T&amp;M</b>

**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”
- Exhibit C “Field Equipment Rate Schedule”

**IN WITNESS WHEREOF**, the parties hereto have executed the Agreement to be effective as of the date above.

**OWNER:**  
**CITY OF SANIBEL**

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**CONSULTANT:**  
**JOHNSON ENGINEERING, LLC**

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

By: Dana Souza

By: Lonnie V. Howard

Title City Manager

Title President

EXHIBIT A

Financial Management Plan						
Project Name: City of Sanibel - Water Quality Monitoring 2024-2025						
Project Number: 20214111-____						
Project Manager: Tim Denison						
Date: October 18, 2024						
TASK OUTLINE		TOTALS	Professional 7	Professional 5	Technician 3	Administrative 1
1	Water Quality Monitoring		12	96	96	12
TOTAL LABOR HOURS		216	12	96	96	12
LABOR BILLING RATE			\$ 248.00	\$ 193.00	\$ 110.00	\$ 77.00
TOTAL LABOR COST		\$ 32,988.00	\$ 2,976.00	\$ 18,528.00	\$ 10,560.00	\$ 924.00
Subcontractors		COST				
2	Laboratory Services (Benchmark EnviroAnalytical)	\$ 36,600.00				
TOTAL SUBCONTRACTOR COST		\$ 36,600.00				
Reimbursables		COST				
REIM	Consultant will be reimbursed for the direct costs incurred for equipment rentals, plotting plans, copies, prints and other expenses in support of the tasks outlined above. These costs will be itemized as they are incurred.	\$ 1,620.00				
TOTAL REIMBURSABLE COST		\$ 1,620.00				
SUMMARY						
TOTAL LABOR HOURS		216				
TOTAL LABOR COST		\$ 32,988.00				
TOTAL SUBCONTRACTOR COST		\$ 36,600.00				
TOTAL REIMBURSABLE COST		\$ 1,620.00				
TOTAL PROJECT COST		\$ 71,208.00				



**EXHIBIT B**

**PROFESSIONAL SERVICES  
 HOURLY RATE SCHEDULE  
 September 6, 2023**

<b>Professional</b>		<b>Construction Engineering and Inspection (CEI Services)</b>	
9	\$330	CEI Services Manager	\$204
8	\$270	CEI Senior Project Administrator	\$182
7	\$248	CEI Project Administrator	\$165
6	\$220	Contract Support Specialist	\$138
5	\$193	Senior Inspector	\$127
4	\$176	CEI Inspector III	\$116
3	\$165	CEI Inspector II	\$105
2	\$138	CEI Inspector I	\$94
1	\$127	Compliance Specialist	\$105
		CEI Inspector's Aide	\$77
<b>Technician</b>			
6	\$182		
5	\$154		
4	\$132		
3	\$110		
2	\$88		
1	\$77		
<b>Administrative</b>			
3	\$105		
2	\$94		
1	\$77		
<b>Field Crew</b>			
4-Person	\$270		
3-Person	\$231		
2-Person	\$182		
<b>Field Equipment</b>			
<i>Field Equipment on Separate Schedule</i>			
<b>Expert Witness</b>	\$440		
<b>Reimbursable Expenses and Sub-Consultants</b>	Cost + 10%		

**FIELD EQUIPMENT COST SCHEDULE**

Updated: October 9, 2023

PROJECT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT #: \_\_\_\_\_

ITEM	UNIT OF MEASURE	UNIT COST	QUANTITY	TOTAL
<b>BOATS</b>				
14' Jon Boat w/trailer	Hour	\$11.00		\$0.00
10' Jon Boat	Hour	\$11.00		\$0.00
8.5' Boat or Kayak	Hour	\$7.00		\$0.00
Electric Boat Motor	Hour	\$4.00		\$0.00
Gasoline Boat Motor	Hour	\$5.50		\$0.00
20' Fiberglass Skiff	Hour	\$27.50		\$0.00
Airboat	Day	\$500.00		\$0.00
<b>SURVEY EQUIPMENT</b>				
StarVac Truck	Hour	\$132.00		\$0.00
Hydrographic Survey Equipment	Hour	\$110.00		\$0.00
<b>WATER QUALITY EQUIPMENT</b>				
ISCO Avalanche Sampler	Month	\$330.00		\$0.00
Cellular Modem	Month	\$132.00		\$0.00
YSI 6600 EDS Water Quality Sonde	Month	\$550.00		\$0.00
40W Solar Panel	Month	\$55.00		\$0.00
Multi Parameter Water Quality Probe	Hour	\$16.50		\$0.00
Peristaltic Pump	Day	\$33.00		\$0.00
Turbidimeter	Day	\$33.00		\$0.00
Chloride Titration	Each	\$11.00		\$0.00
Conductivity Meter	Hour	\$5.50		\$0.00
Silicone Tubing	Foot	\$5.50		\$0.00
HDPE Disposable Sample Tubing	Foot	\$2.00		\$0.00
Water Level Indicator	Day	\$22.00		\$0.00
Water Quality Sample Disposable Filters	Each	\$17.00		\$0.00
Van Dorn Depth-Activated Sample Bottle	Day	\$22.00		\$0.00
Telescoping Sample Pole	Day	\$5.50		\$0.00
Secchi Disc	Day	\$5.50		\$0.00
Depth Rod	Day	\$5.50		\$0.00
ISCO Rain Gauge	Month	\$33.00		\$0.00
In-Situ Bluetooth TROLL Com	Hour	\$5.50		\$0.00
<b>FLOW METERS</b>				
Price Open Cup Flow Meter	Hour	\$11.00		\$0.00
Global Water Flow Probe	Hour	\$5.50		\$0.00
ISCO 2150 AVM	Month	\$198.00		\$0.00
ISCO 750 AVM	Month	\$165.00		\$0.00
GE Panametrics Flowmeter	Day	\$220.00		\$0.00
<b>DATALOGGERS</b>				
In-Situ Datalogger Stage Recorder	Month	\$110.00		\$0.00
<b>GPS</b>				
Trimble Geo-XT Sub Meter GPS	Hour	\$14.00		\$0.00
<b>MISCELLANEOUS EQUIPMENT</b>				
Trash Pump	Day	\$55.00		\$0.00
Power Auger	Day	\$55.00		\$0.00
Wildlife Camera	Hour	\$11.00		\$0.00
Drone	Hour	\$27.50		\$0.00
Utility Vehicle	Month	\$1200.00		\$0.00
Utility Vehicle	Week	\$400.00		\$0.00
Utility Vehicle	Day	\$100.00		\$0.00
Swamp Buggy	Day	\$300.00		\$0.00
Acoustic Recording Device	Week	\$33.00		\$0.00
1 HP Submersible Pump	Day	\$55.00		\$0.00
Downhole-Video Camera	Day	\$110.00		\$0.00
<b>PROJECT TOTAL:</b>				<b>\$0.00</b>