

**EXHIBIT A
SCOPE OF SERVICES

CITY OF SANIBEL
WATER QUALITY MONITORING**

September 1, 2023

This agreement constitutes a work order consisting of two (2) page(s) made through and under the Professional Services Agreement between CITY OF SANIBEL (OWNER) and JOHNSON ENGINEERING, INC. (CONSULTANT) for professional services dated May 4th, 2021.

Services not set forth in this Exhibit A, 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 services not specifically identified and/or otherwise described in this Exhibit A.

Initial:
OWNER _____
CONSULTANT _____

SCOPE OF SERVICES

PROFESSIONAL SERVICES 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 testing 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 trends. A summary of the evaluation findings and charts of specific 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 (12) twelve monitoring stations for a year, October 2023 through September 2024. 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 samples and field measurements will be collected by qualified water quality scientists and analyzed by a certified environmental laboratory. Field measurements and sample analysis results will be maintained in Microsoft Excel databases. CONSULTANT, through Benchmark EnviroAnalytical, Inc., will upload the data to the FDEP Watershed Information Network (WIN) CONSULTANT will also email the data to the City of Sanibel Public Works and City of Sanibel Natural Resources Department.

LAB TESTING PARAMETERS

Total Suspend Solids (TSS)
Total Organic Carbon (TOC)
Nitrate (NO₂)
Nitrate (NO₃)
Total Kjeldahl Nitrogen
Total Ammonia (NH₄)
Total Phosphorus
Ortho – Phosphorus
Chlorophyll-a

FIELD MEASUREMENTS

pH
Temperature
Specific Conductance
Dissolved Oxygen
Oxidation Reduction Potential (ORP)
Turbidity (NTU)
Salinity (PPT)

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: Benchmark EnviroAnalytical, Inc. for laboratory testing.

**EXHIBIT B
COMPENSATION**

**CITY OF SANIBEL
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Initial:
OWNER _____
CONSULTANT _____

COMPENSATION

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 proportion 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 to this Exhibit B as Attachment No. 1. The amount payable for the services of CONSULTANT's Sub-Consultants engaged to perform or furnish services in Exhibit A will be the amount billed to CONSULTANT 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 OWNER written notice thereof. Promptly thereafter OWNER and CONSULTANT shall review the matter of compensation for such Services, and either OWNER shall accede to such compensation exceeding said estimated amounts or OWNER 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 completed. The CONSULTANT shall be paid for all services rendered if CONSULTANT exceeds the estimated amount before OWNER and CONSULTANT have agreed to an increase in the compensation due to CONSULTANT or a reduction in the remaining services.

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services", the OWNER shall compensate the CONSULTANT as follows:

TASK	ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS;T&M)
I	Water Quality Monitoring	\$33,000	LS
TOTAL COMPENSATION FOR CONSULTANT'S SERVICES:		\$33,000	LS

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

TASK	SUB-CONSULTANT	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M)
2	Benchmark EnviroAnalytical, Inc.	\$33,122	T&M
TOTAL COMPENSATION FOR SUB-CONSULTANT'S SERVICES:		\$33,122	T&M

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

REIMBURSABLE EXPENSES	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M)
Cost for use of instruments and equipment to collect lab samples and field parameters.	\$1,620	T&M
TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES:	\$1,620	T&M

TOTAL COMPENSATION, INCLUDING SUB-CONSULTANTS & REIMBURSABLE EXPENSES:	\$67,742	LS; T&M
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