

**EXHIBIT A
SCOPE OF SERVICES**

**CITY OF SANIBEL
NPDES - CYCLE 4 YEAR 7**

September 1, 2023

This agreement constitutes a work order consisting of two (2) pages 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:

NPDES MS4 Program Background

On May 1, 2017, the Florida Department of Environmental Protection (FDEP) issued FLS000035-004, Lee County Cycle 4 Municipal Separate Storm Sewer System (MS4) Permit. FLS000035-004 expired on April 30, 2022. The Cycle 5 permit application is still in review by FDEP and has not been issued to the permittees. Therefore, until permit is issued, permittees will operate under Cycle 4, Year 7 term.

As in previous permit cycles annual reports are required within 180 days of each reporting year. The Cycle 4 reporting period is May 1 through April 30, so the Annual Report is due on October 31st of each year. Cycle 4, Year 7 will end on April 30, 2024, and the annual report is due on October 31, 2024. Beginning with Cycle 4, the Lee County MS4 co-permittees were required to submit an "Assessment Program" within 12 months of permit issuance. The Cycle 4, Year 1 contract included an additional task for the creation of this Assessment Program. Each following annual report now requires an assessment program progress update including implementation status, results-to-date, and comparison to previous years. This additional summary requirement is new, and the additional required effort has been estimated. A re-evaluation of the effort required will be reassessed in the subsequent years. This contract is for the City's fiscal year (October 1, 2023, through September 30, 2024).

Task 1: NPDES Engineering Services

CONSULTANT will assist the City of Sanibel (OWNER) in the preparation of the National Pollutant Discharge Elimination System (NPDES) Cycle 4, Year 7 Annual Report covering the reporting year of May 1, 2023, through April 30, 2024, and is due to be submitted to FDEP by October 31, 2024.

This assistance will include aid in the gathering, summarizing, and reporting on the following activities:

- o Structural Controls and Stormwater Collection System Operation.
- o Areas of New Development or Significant Redevelopment.
- o Maintenance of Public Right-of-Ways.
- o Flood Control Projects.
- o Municipal Waste Treatment, Storage, or Disposal Facilities.
- o Pesticides, Herbicides, and Fertilizer Application.
- o Illicit Discharges and Improper Disposal.
- o Industrial and High-Risk Runoff.
- o Construction Site Runoff.

Task 2: Permit Compliance/Permit Renewal

CONSULTANT will aid the City of Sanibel (OWNER) to maintain compliance with the NPDES Permit by attending monthly coordination meetings, providing Program Guidance, and providing Section III. Part A., B., and C., per FDEP Annual Report form. The Program Guidance will be in the form of interpretation and aide of the NPDES Permit requirements that should be performed during permit year and provide guidance with permit activities. CONSULTANT will also aid OWNER by responding to FDEP about comments from the previous year's annual report. This task will also assist OWNER for related NPDES work throughout the period. CONSULTANT will assist OWNER with permit renewal items that arise.

SUB-CONSULTANT SERVICES:

Not anticipated at this time.

**EXHIBIT B
COMPENSATION**

**CITY OF SANIBEL
NPDES - CYCLE 4 YEAR 7**

September 1, 2023

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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)
1	NPDES Engineering Services	\$10,900	LS
2	Permit Compliance/Permit Renewal	\$5,450	LS
TOTAL COMPENSATION FOR CONSULTANT'S SERVICES:		\$16,350	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)
	Not anticipated at this time.	-	-
TOTAL COMPENSATION FOR SUB-CONSULTANT'S SERVICES:		N/A	N/A

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)
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.	\$100	T&M
TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES:	\$100	T&M

TOTAL COMPENSATION, INCLUDING SUB-CONSULTANTS & REIMBURSABLE EXPENSES:	\$16,450	LS; T&M
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