

Agreement for Professional Services

THIS AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, between the City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and Jones Edmunds & Associates, whose address is 730 N.E. Waldo Rd., Gainesville, FL 32641, (hereinafter referred to as the "PROFESSIONAL").

WITNESSETH:

WHEREAS, on May 24, 2004 and amended on June 25, 2007, the CITY and the PROFESSIONAL previously entered into an agreement for Professional Services on a Continuing Basis (hereinafter referred to as the "Agreement"). The Agreement is referenced herein as though set forth in full.

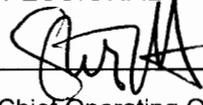
WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Amendment for Professional Services associated with the Lee and Canal Street Drainage Improvements Observation & Administration Services During Construction project.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Agreement, the CITY and the PROFESSIONAL do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.
2. The Parties agree to the scope of work and budget pursuant to the terms and conditions set forth in Exhibits "A".

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

"PROFESSIONAL"

By: 

Its: Chief Operating Officer

Date: January 15, 2008

"CITY"

By: \_\_\_\_\_  
Mayor/Commissioner

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

*DMT*  
*1/15/08*

# **JONES EDMUNDS**

January 4, 2008

Mr. Darel Craine  
Deputy Director of Environmental Services  
City of Leesburg  
223 S. Fifth Street  
P.O. Box 490630  
Leesburg, FL 34749-0630

RE: Lee and Canal Street Drainage Improvements  
Observation & Administration Services during Construction  
Leesburg, Florida  
Proposed Scope of Services and Fee  
Jones Edmunds File No. 07810

Dear Mr. Craine:

In accordance with your request, Jones Edmunds & Associates, Inc. (Jones Edmunds) is pleased to present our proposed scope of services and associated fee for the referenced project for bid package modification and engineering services during construction of the Lee St. and Canal St. pond improvements. Below you will find a detailed outline of the services we have included in our proposal.

## **BACKGROUND**

The City currently has Jones Edmunds completing professional engineering design services for both Lee St. and Canal St. ponds permit applications separately. The permit tasks are close to being complete and the project is moving into the construction phase. Jones Edmunds is submitting a proposal for bid package modification and engineering services during construction of the combined Lee St. and the Canal St. project.

## **PROPOSED SCOPE OF WORK**

Based on our understanding of the goals for this project, Jones Edmunds proposes to provide the following bid package modifications and engineering services during construction:

730 NE Waldo Rd  
Gainesville, FL 32641

352.377.5821 Phone  
352-377.3166 Fax  
www.jonesedmunds.com

*Bwd 1/4/08*

### **TASK 1 – BID PACKAGE MODIFICATION**

Jones Edmunds will combine the two separate projects into a single set of Contract Documents (CD) including plans and specifications. Jones Edmunds will prepare the Bid Form combining the two separate design packages into a Part “A” and Part “B”. Jones Edmunds will modify the specifications to make the Contractor responsible for hauling the excess materials to an Owner designated stockpile area. Excess materials will become the property of the Owner.

### **TASK 2 – BID PHASE SERVICES**

Jones Edmunds will prepare the advertisement to be included in the CD; the City will advertise the project for bid. Jones Edmunds will be responsible for distributing bid documents to potential bidders. A bidders list will be maintained and questions will be answered by addenda as necessary. Once the bids have been opened and recorded by the City, Jones Edmunds will review the bids, prepare bid tabulation and make a recommendation to the Owner regarding award of contract. Jones Edmunds will conduct a Prebid and Preconstruction Conference with the City and the Contractor awarded the Project. Jones Edmunds will prepare and distribute meeting minutes from the Prebid and Preconstruction Conference. Jones Edmunds will assist the City with preparing and executing Contract Documents with the Contractor awarded the project.

### **TASK 3 – CONSTRUCTION ADMINISTRATION**

Jones Edmunds will provide the following services during construction:

- Project Management to oversee the Jones Edmunds team during the construction period.
- Construction Administrator to make site visit one day per month for observations to inform Owner of progress of the work and installation for conformance with project documents. Site visits will coincide with monthly progress meetings and Jones Edmunds will prepare and distribute meeting minutes.
- Provide written clarification or interpretations of the CD.
- Authorize minor variations in the work from the requirements of the CD’s which do not involve an adjustment in Contract Price or Contract Time.
- Disapprove or reject work which is believe to be defective, or will not produce a completed Project that conforms to the CD’s.
- Review and determine acceptability of Contractor’s shop drawings, samples or substitute submittals in accordance with CD’s for the initial review and first re-submittal.
- Contract Change Orders (CO) – Respond to CO request by Contractor or Owner, negotiate CO’s, prepare and execute CO’s in accordance with CD’s.
- Review and approve Contractor’s Schedule of Values. Review and recommend for payment Contractor’s partial application for payment on a monthly basis in accordance with CD’s. Determination of actual quantities installed or percent completion of lump sum items will be made by the City’s On-Site Resident Observer. Jones Edmunds will check mathematical calculations for correctness of the application for payment.
- Make substantial completion site visit to determine the status of completion of the project. Prepare punch list of items to be complete for final completion. Provide

substantial completion certification with punch list or letter to the Contractor identifying necessary items to be completed for substantial completion.

- Review and accept record drawings submittals as provided by the Contractor.
- Make final site visit to determine completion of punch list items. Review and recommend for payment Contractor's final payment assuring that all closeout documents have been provided in accordance with CD's.
- Once final payment has been made to the Contractor, Jones Edmunds will provide close-out documentation and a complete set of Owner files of all documents used through the services during construction.

#### **TASK 4 – RESIDENT OBSERVATION COORDINATION**

The City has requested to have their own representative perform the onsite daily observations. Jones Edmunds will provide a resident observer onsite approximately one day per week to observe and to coordinate with the City's on-site representative. The Jones Edmunds observer will be onsite to check progress and installation for conformance with project documents. It is assumed that the Jones Edmunds resident observer will be assigned to this project for 8 hours per week for 6 months.

#### **SPECIAL TERMS AND CONDITIONS**

The following items are excluded from the scope of work for the services during construction. Should these items be required, prior authorization from the City would be required, and they would be billed as Additional Services to this scope of work:

- A. Surveying and geotechnical testing costs are excluded from this scope of work.
- B. Payment of plan review fees, permit fees, impact fees, utility connection charges, or similar costs.
- C. It is assumed a gopher tortoise Relocation Permit will not be required. If required, trapping and relocation of gopher tortoises would be handled by others.
- D. NPDES permitting for construction activities is the responsibility of the Contractor, and is excluded from this proposal.
- E. The City will provide a qualified Resident Observer on site to observe the execution of the Contract. The Resident Observer will complete daily reports and take progress photos and provide to Jones Edmunds daily.
- F. The City's Resident Observer shall be responsible for reviewing the contractors' installed quantities and percent of completion of lump sum items for applications for payment.
- G. Costs for reviewing shop drawing submittals after the initial re-submittal will be billed at Jones Edmunds' standard billing rates established with the City.

In accordance with our Contract for Consulting Engineering Services, Jones Edmunds proposes to perform the Scope of Services described herein for the lump sum fee of \$74,600.00. The basis of payment shall be based on the estimate of completion multiplied times the lump sum amount and invoiced monthly.

Mr. Darel Craine  
January 4, 2008  
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As always, we appreciate this opportunity to continue to provide services to the City of Leesburg and look forward to your acceptance of this proposal. In the meantime, if you have any questions or wish to discuss any aspect of this proposal, please contact me at your convenience.

Sincerely,

  
Brian K. Martin, P.E.  
Sr. Project Manager

xc: Mr. Ray Sharp, City of Leesburg  
Mr. David Ough, City of Leesburg  
Tim Harley, P.E., Jones Edmunds  
Rodger Van Warren, Jones Edmunds