

**CHANGE ORDER NUMBER 1 TO TASK ORDER NUMBER 27
TO AGREEMENT FOR PROFESSIONAL SERVICES ON A CONTINUING BASIS**

THIS AGREEMENT is made as of the ___ day of _____ in the year 2009, 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 AECOM USA, Inc., Successor in Interest to Boyle Engineering Corporation, whose address is 1600 WEST MAIN STREET, SUITE 1, LEESBURG, FLORIDA 34748, (hereinafter referred to as the "PROFESSIONAL").

WITNESSETH:

WHEREAS, on **May 24, 2004** 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 Change Order Number 1 to Task Order Number 27.

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 & B."

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

"PROFESSIONAL"

By: 

A. Thomas Brown, PE
District Vice President

Its: _____

Date: 6-8-09

"CITY"

By: _____

Mayor/Commissioner

Attest: _____

Date: _____

EXHIBIT A

Change Order Number 1 to Task Order No. 27

CITY OF LEESBURG

Professional Services for Construction Management Services, Operations and Maintenance Manual Update, and Groundwater Monitoring Plan For The Improvements to the Turnpike Water Reclamation Facility

A. GENERAL

The City of Leesburg (CITY) owns and operates the Turnpike Water Reclamation Facility (WRF). Under Task Order No. 27, AECOM USA, Inc., (PROFESSIONAL) designed improvements to this WRF consisting of a headworks lift station and improvements related to the production of public access reclaimed water. Construction bids for these improvements were received by the City on May 6, 2009. The City has elected to award for construction the improvements related to the production of public access reclaimed water.

Professional's original scope of work under Task Order 27 included providing preliminary design, final design, and bid phase services. The City has requested PROFESSIONAL to provide limited construction management services during construction of the above described improvements.

Although most of the permitting for this project was accomplished as part of a separate assignment (TO 28 Re-Rate and Operating Permit), two operating permit conditions are required by the Florida Department of Environmental Protection (FDEP) to be addressed prior to the WRF supplying reclaimed water for public access irrigation. These two conditions were identified during renewal of the WRF operating permit. Specifically, these two conditions are to update the existing Operations and Maintenance (O&M) Manual, and to prepare a Ground Water Monitoring Plan. The Ground Water Monitoring Plan is to be implemented in an area that will receive the reclaimed water for irrigation. For the purpose of this proposal it is assumed that the Ground Water Monitoring Plan will be implemented at the Arlington Ridge Golf Course. The CITY has asked PROFESSIONAL to include addressing these two permit conditions in the scope of work for this change order.

The following text presents the specific tasks that will be performed as part of this Scope of Work.

B. SCOPE OF WORK

PROFESSIONAL will provide the CITY with the following services:

TASK GROUP 1 – PROJECT MANAGEMENT

PROFESSIONAL will perform project management tasks. This task group includes:

1.1 General project management tasks, including:

- Setting up project control documentation and computer files to manage the project
- Establishing Scopes of Work and Budgets for Subconsultants
- Project team coordination tasks including communications with the CITY staff, PROFESSIONAL design disciplines and Subconsultants

TASK GROUP 2 – LIMITED CONSTRUCTION MANAGEMENT SERVICES

PROFESSIONAL will provide limited construction management services for the reclaimed water improvements as follows:

- 2.1 Preconstruction Meeting: Professional will prepare for and participate in one preconstruction meeting.
- 2.2 CITY DRC Approval and Building Permit: PROFESSIONAL will prepare signed and sealed engineering drawings and submit drawings and materials and will work with the CITY's Development Review Committee to obtain site plan approval. PROFESSIONAL will prepare signed and sealed drawings for the Contractor's use in obtaining CITY building permit.
- 2.3 Review Shop Drawings: Professional will review shop drawings submitted by the contractor. It is estimated that up to 95 shop drawings will be submitted for review, plus up to 10 re-submittals.
- 2.4 Respond to Contractor's Request for Information: PROFESSIONAL will respond to Contractor's requests for information, including informal requests sent by the Contractor by telephone or email. Up to 15 requests for information are budgeted.
- 2.5 Prepare Requests for Proposed Changes: PROFESSIONAL will provide assistance to the CITY for providing up to 4 requests for changes (RPCs).
- 2.6 Prepare PPP: PROFESSIONAL will prepare and submit a pollution prevention plan (PPP) for the storm water erosion control facilities with FDEP. The PROFESSIONAL will also provide copies to the Contractor.
- 2.7 Monthly Progress Meetings: PROFESSIONAL will prepare for, attend and participate in up to 5 monthly progress meetings. It is assumed these progress meetings will occur at the Turnpike WRF. PROFESSIONAL will prepare and distribute minutes for each meeting.
- 2.8 Review Monthly Pay Requests: PROFESSIONAL will review up to 6 monthly pay applications and give recommendation of payment based on construction progress. PROFESSIONAL will confirm construction progress with the CITY's project manager, who will be providing RPR services.
- 2.9 Periodic General Site Visits: PROFESSIONAL will periodically visit the project site up to 20 times, for the purpose of generally observing the Contractor's efforts and to respond to questions. These site visits will be in addition to the monthly progress meetings. It is

anticipated that multiple visits per week may be required during some weeks, but that only one visit will be required during most weeks.

- 2.10 Site Visits by Electrical and Structural Engineering Staff: It is anticipated that PROFESSIONAL'S electrical and structural engineers will need to observe specific construction activities. A total of 4 site visits by electrical and structural engineers is anticipated.
- 2.11 Conduct Substantial and Final Completion Reviews: PROFESSIONAL will conduct one substantial completion review site visit, and one final completion site visit. PROFESSIONAL will prepare and distribute to the CITY and the Contractor a "punch" list of items remaining to be completed after each completion review.
- 2.12 Certificate of Completion: PROFESSIONAL will prepare and submit the Certificate of Completion of Construction form to the Florida Department of Environmental Protection (FDEP).
- 2.13 Record Drawings: PROFESSIONAL will prepare and provide to the CITY record drawings based on the As-Built drawings submitted by the Contractor.
- 2.14 Manufacturer Provided O&M Manuals: PROFESSIONAL will review and confirm receipt of equipment manufacturer supplied Operation and Maintenance (O&M) manuals for major new processes and equipment installed during this project. It is anticipated that up to 30 manufacturer O&M manuals will be submitted.
- 2.15 Subconsultant Construction Phase Services: PROFESSIONAL will use the services of a subconsultant professional engineer (EMI Consulting Specialties, Inc.) to provide construction phase services for instrumentation and control, SCADA, and HVAC systems. Subconsultant services include shop drawing review, signing and sealing drawings for DRC and Building Permit, site visits during construction, preparation of pertinent record drawings, substantial completion site visit and punch list, and responding to pertinent RFIs.
- 2.16 WRF O&M Manual: PROFESSIONAL will update the existing WRF O&M manual to include the constructed improvements. The manual will provide facility operation and maintenance information for each process modified or created by the constructed improvements. It is anticipated that the revised O&M manual will not exceed more than 300 pages of text and drawings, and will be organized into two volumes.
- 2.17 Groundwater Monitoring Plan: PROFESSIONAL will prepare and submit a Groundwater Monitoring Plan to FDEP. This task includes two meetings with FDEP to discuss required details of the groundwater monitoring plan and to review the submitted plan, preparation and submittal of draft and final groundwater monitoring plans to the CITY and submittal of the final groundwater monitoring plan to FDEP, and responding to one request for additional information (RAI) from FDEP. PROFESSIONAL will coordinate the services of a Subconsultant well driller (Universal Engineering Sciences) for installation of three monitoring wells. It is anticipated that three monitoring wells will be required as part of the groundwater monitoring plan. Subconsultant will use Geoprobe methodology to obtain soil and groundwater information at selected monitoring well locations, so that well construction details can be determined. Each groundwater monitoring well will consist of ten (10) feet of two-inch slotted PVC screen, and sufficient two-inch PVC riser pipe to place the slotted screen at the proper depth. The riser pipe will extend two feet above land surface, and will be encased with a two foot by two foot concrete pad and a protective bollard. It is assumed that the depth to groundwater will not exceed 70 feet below land surface for any of the

groundwater monitoring wells. The location of each well and the groundwater surface elevation in each well will be surveyed to provide accurate information for the groundwater monitoring report. It is assumed that surveying will be provided by the CITY. PROFESSIONAL will coordinate with the CITY's surveyor for this work. Groundwater contour maps will be prepared based on the surveyed elevations of the groundwater surface elevation. It is assumed that groundwater modeling will not be required by FDEP.

- 2.18 SJRWMD Support: PROFESSIONAL will prepare documentation and one invoice/quarterly report in support of the CITY's efforts to receive a 20 percent construction cost share reimbursement grant from the SJRWMD.

C. Services Not Included

The following services are not included in this Scope of Services:

- Payment of permit application fees.
- Sampling or analysis of groundwater.
- Surveying
- Groundwater modeling

D. CITY's Responsibilities

The CITY will provide the following information and services at the time of notice to proceed:

- Review and approve submittals made by the PROFESSIONAL in a timely manner.
- Pay permit application fees.
- Confirm construction progress, which confirmation will form the basis for the PROFESSIONAL's review of Contractor pay applications.
- Assist PROFESSIONAL in gaining access to the groundwater monitoring site.
- Provide copies of easements for well construction, as required.
- Provide two copies of the existing WRF O&M report.
- Provide resident project representative services.
- Administer the construction contract.
- Provide surveying services in support of the groundwater monitoring plan

E. Deliverables

PROFESSIONAL will provide to CITY the following deliverables:

- Six copies each of the PPP and NOI.
- Three copies each of responses to RFIs.
- Three copies each of requests for proposed changes.
- Minutes of monthly status meetings.
- Two copies of review shop drawings.
- Four copies of the Groundwater Monitoring Plan. This number includes copies to be submitted to FDEP.
- Six copies of the revised O&M manual for the WRF. This number includes copies to be submitted to FDEP.
- Three hard-copy sets of record drawings, one full size (24" x 36") and two half-size (11" x 17"), and one disc containing two copies of the record drawings, one copy to be in AutoCAD and one copy to be in .pdf format.
- Six copies of final change orders.

F. Period of Service

The services described in this exhibit are anticipated to be completed in accordance with the following summary. Unless noted otherwise, all time durations listed below are in calendar days. The schedule provided herein is based on the timely receipt of the information to be provided by the CITY. Should the CITY's activities require more time than anticipated, the schedule described below will be modified accordingly.

1. PROFESSIONAL will commence work upon receipt of notice to proceed from the CITY.
2. PROFESSIONAL will respond to RFI's within two working days after receipt.
3. PROFESSIONAL will review and comment on shop drawings within five working days after receipt.
4. PROFESSIONAL will provide record drawings to the CITY within 30 days after receipt of as-built drawings from the contractor.

5. PROFESSIONAL will initiate the groundwater monitoring plan upon receipt of notice to proceed from the CITY, and will complete the groundwater monitoring plan, including submittal of the plan to FDEP by September 1, 2009.
6. PROFESSIONAL will commence preparation of the updated O&M manual upon receipt of notice to proceed from the CITY, and will complete the updated O&M manual within 30 days after receipt of manufacturer provided O&M manuals.

G. Compensation

The contract value for the original Task Order 27 was \$407,379. Compensation for the Scope of Work described herein as Change Order No. 1 to Task Order 27, will be on a lump sum basis, up to a maximum amount of \$179,501. This maximum amount will not be exceeded without written authorization from the CITY. Budgets for each task are shown in Exhibit B. PROFESSIONAL will invoice the CITY on a monthly basis based upon PROFESSIONAL’s estimated percent of project completion.

The CITY shall not be obligated to pay PROFESSIONAL more than \$586,800 unless both parties agree to and enter into a written amendment to this Agreement.

Task Order No. 27	\$407,379.00
Change Order No. 1	<u>\$179,501.00</u>
Total	\$586,880.00

H. Other Provisions

All exclusions and additional provisions agreed to in the original Agreement are to remain in full effect during the implementation of the project. Certain assumptions have been made in preparing this Scope of Services. To the extent possible, they are stated herein and are reflected in the budget for services.

- If the work tasks required are different from the assumptions presented herein or if the CITY desires additional services, the resultant change in scope may serve as a basis for modifying this Authorization as agreed to by both CITY and PROFESSIONAL.
- The services described herein will be provided in accordance with the current generally accepted standards of the engineering profession. Certain assumptions have been made in preparing this scope of services. To the extent possible, they are stated herein and are reflected in the budget estimates included in this scope of services. Reasonable material changes between work tasks, or level of effort actually required and those budgeted, may

serve as a basis for modifying this scope and budget, as mutually agreed to between CITY and PROFESSIONAL.

- PROFESSIONAL is entitled to rely upon the accuracy of historical and existing data and information provided by CITY and others without independent review and verification. PROFESSIONAL is not responsible for the means, methods, sequences, techniques or procedures of CITY and Contractor operations or for safety precautions and programs.
- Any Opinion of the Construction Cost prepared by PROFESSIONAL represents its judgment as a design professional and is supplied for the general guidance of CITY. Since PROFESSIONAL has no control over the cost of labor and material, or over competitive bidding or market conditions, PROFESSIONAL does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to CITY.
- Documents, drawings, and specifications, and electronic information/data, including computer aided drafting and design (“CADD”), prepared by PROFESSIONAL pursuant to this agreement are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from PROFESSIONAL will be at CITY’s sole risk and without liability to PROFESSIONAL. CITY assumes full responsibility for such changes unless CITY has given PROFESSIONAL prior notice and has received from PROFESSIONAL written consent for such changes. Electronic data delivered to CITY is for CITY’s convenience and shall not include the professional stamp or signature of an engineer or architect. CITY agrees that PROFESSIONAL shall not be liable for claims, liabilities or losses arising out of, or connected with the decline of accuracy or readability of electronic data to inappropriate storage conditions or duration.
- Documents, including reports, drawings and specifications, prepared by PROFESSIONAL pursuant to this agreement are not intended or represented to be suitable for reuse by CITY or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from PROFESSIONAL will be at CITY’s sole risk and without liability to PROFESSIONAL.

Project Budget

Change Order No. 1 to Task Order 27

City of Leesburg

EXHIBIT B

Task Description	Personnel Hours							Budget				
	Principal Engineer	Senior Engineer	Associate Engineer	Assistant Engineer	Senior Designer	CADD Operator	Administrative	Total Hours	Labor	Non-Labor Fee	Subconsultant	Total
Task Group 1 Project Management												
1.1 Project Management	24		8	8			8	48	\$ 7,720	\$ 192		\$ 7,912
								-	\$ -			\$ -
								-	\$ -			\$ -
								-	\$ -			\$ -
								-	\$ -			\$ -
Subtotal	24	-	8	8	-	-	8	48	\$ 7,720	\$ 192	\$ -	\$ 7,912
Task Group 2 - Limited Construction Management Services												
2.1 Prepare for and attend Preconstruction Meeting	2	2	2				2	8	\$ 1,130	\$ 52		\$ 1,182
2.2 Prepare documents and address comments for City Development Review Committee and City Building Department	1		8			4		13	\$ 1,530			\$ 1,530
2.3 Review Shop Drawings (95 submittals plus up to 10 re-submittals)	24	71	24	60	24		40	243	\$ 29,610	\$ 972		\$ 30,582
2.4 Respond to Contractor's RFI's (up to 15)	8	15	8	8	6	8	4	57	\$ 7,310	\$ 228		\$ 7,538
2.5 Prepare Requestis for Proposed Changes (up to 4)	8	8	8	8	4	8	4	48	\$ 6,040	\$ 192		\$ 6,232
2.6 Prepare PPP	1		2	8		16	2	29	\$ 2,520	\$ 116		\$ 2,636
2.7 Prepare for and attend Monthly Progress Meetings (up to 5 meetings)	10		5	5			5	25	\$ 3,675	\$ 200		\$ 3,875
2.8 Review Monthly Pay Requests (up to 6 requests)	6		6	6			6	24	\$ 3,030	\$ 96		\$ 3,126
2.9 Conduct Periodic Site Visits (20)	20		10	10			4	44	\$ 6,990	\$ 576		\$ 7,566
2.10 Site visits by structural and electrical engineers (up to 4 site visits)		40						42	\$ 6,120	\$ 368		\$ 6,488
2.11 Conduct Substantial and Final Completion Reviews	4	20	4	4			2	34	\$ 4,900	\$ 286		\$ 5,186
2.12 Prepare Certificate of Completion		4	2	2			2	10	\$ 1,150	\$ 40		\$ 1,190
2.13 Prepare Record Drawings	4	2	12	12	8	40	1	79	\$ 7,740	\$ 316		\$ 8,056
2.14 Receive and Process Manufacturer Provided O&M Manuals	2	4	10	10			5	31	\$ 3,510	\$ 124		\$ 3,634
2.15 Subconsultant (EMI Consulting Specialties, Inc.) construction phase								-	\$ -	\$ 8,800		\$ 8,800
2.16 Update WRF O&M Manual	18	24	90	95	10	24	60	321	\$ 34,040	\$ 1,284		\$ 35,324
2.17 Prepare Groundwater Monitoring Plan	8	100				32	8	148	\$ 19,720	\$ 692	\$ 13,380	\$ 33,792
2.18 SJRWMD Coordination	16			8			4	28	\$ 4,640	\$ 212		\$ 4,852
Subtotal	132	290	191	236	52	132	151	1,184	\$ 143,655	\$ 5,754	\$ 22,180	\$ 171,589
Total	156	290	199	244	52	132	159	1,232	\$ 151,375	\$ 5,946	\$ 22,180	\$ 179,501

Amounts shown are fee.

Personnel Category \$/HR

Project Budget

Change Order No. 1 to Task Order 27

City of Leesburg

EXHIBIT B

Task Description	Personnel Hours										Budget		
	Principal Engineer	Senior Engineer	Associate Engineer	Assistant Engineer	Engineer	Senior Designer	CADD Operator	Administrative	Total Hours	Labor	Non-Labor Fee	Subconsultant	Total
									Principal Engineer	\$230.00			
									Senior Engineer	\$150.00			
									Associate Engineer	\$125.00			
									Assistant Engineer	\$90.00			
									Senior Designer	\$110.00			
									CADD Operator	\$75.00			
									Administrative	\$60.00			