

**TASK ORDER NUMBER 23 TO AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS**

THIS AGREEMENT is made as of the ___ day of _____ in the year 2011, 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 Technical Services, Inc., whose address is 150 NORTH ORANGE AVE, ORLANDO, FLORIDA 32801, (hereinafter referred to as the "PROFESSIONAL").

WITNESSETH:

WHEREAS, on **October 27, 2008** 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.

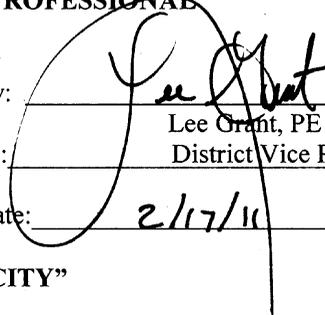
WHEREAS, the CITY and the PROFESSIONAL desire to enter into a written agreement for Task Order Number 23.

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 Project Budget pursuant to the terms and conditions set forth in the attached Exhibits "A" & "B".

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

"PROFESSIONAL"

By: 
Lee Grant, PE
District Vice President

"CITY"

By: _____
Mayor / Commissioner

Attest: _____

Date: _____

EXHIBIT A

City Engineer – Task Authorization 23

CITY OF LEESBURG

Professional Services for Groundwater Monitoring Well Construction Services

A. GENERAL

The CITY has implemented a Reclaimed Water System to provide reclaimed water from the Canal Street Wastewater Treatment Facility for irrigation of public access areas. Prior to applying reclaimed water in public access areas, the CITY must comply with groundwater monitoring criteria detailed in the Florida Department of Environmental Protection (FDEP) Domestic Wastewater Facility Permit (#FL0105066-006) issued on January 24, 2011. The CITY requested the PROFESSIONAL to assist the CITY to comply with groundwater monitoring criteria by installing two groundwater monitoring wells at Venetian Gardens as specifically required by the FDEP permit. The FDEP permit requires the groundwater monitoring wells be installed within, 90-days from the date of permit issuance (April 24, 2011).

The following discussion presents the specific tasks that will be performed as part of this Task Authorization. Certain assumptions have been made in preparing this Task Authorization and to the extent possible these assumptions are stated herein and are reflected in the budget for services.

B. SCOPE OF WORK

The specific tasks to be performed are described below. The anticipated level of effort to perform these tasks is presented in the attached Project Budget. Some of the tasks will be performed by the CITY. PROFESSIONAL will provide the CITY with the following services:

Task 1 – Groundwater Monitoring Well Construction Services

The PROFESSIONAL will provide the management, observation, and contract services for the installation and survey of two groundwater monitoring wells. The well construction and survey will be performed by licensed professionals.

Services will include:

- Subcontract a qualified drilling and survey services to install the monitoring wells;
- Conduct field visit with CITY staff and well contractor to finalize the location of each well;
- Provide Notice to FDEP 72 hours in advance of well construction
- Well Construction Permit;
- Soil borings and geotechnical analysis to determine screen lengths;
- Well Completion Report LEG-R.005-00(10/05);
- Well Completion Report DEP Form # 62-520.900(3) ;
- On-site observation of well construction:
- Survey including the location, well casing elevation, and ground elevation at each well location;
- Prepared and Submit a Monitoring Well Construction Report to CITY with copies of above permits and well completion reports, copy of subcontractor licenses, survey, soil boring data, photos of installation, and revised well schematic. The report will be forwarded to the FDEP upon the CITY's approval.

C. ADDITIONAL SERVICES

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

- Water quality sampling and analysis.
- Responses to Requests for Additional Information (RAIs) from the FDEP, beyond those specifically provided above.
- Permit application fees.
- Preparation and submittal of legal documents.
- Other items as previously identified herein.

D. DELIVERABLES

PROFESSIONAL will provide CITY with the following deliverables:

1. **Two ground water monitoring wells installed**
2. **Monitoring Well Construction Report**

E. SERVICES TO BE PROVIDED BY THE CITY

In addition to the CITY's responsibilities set forth elsewhere herein and in the AGREEMENT, the CITY will provide PROFESSIONAL with the following information and services at the time of notice to proceed:

1. The City will provide access to the site.
2. The City will agree to meet onsite to assist on the specific well locations.

All data, reports, surveys and other information provided to PROFESSIONAL by the CITY will be used by the PROFESSIONAL in the performance of this scope of services as described hereunder without independent review or verification for accuracy or completeness by the PROFESSIONAL, unless otherwise specifically noted herein.

F. PERIOD OF SERVICE

The PROFESSIONAL understands the FDEP permit requires the groundwater monitoring wells be installed within, 90-days from the date of permit issuance, which is April 24, 2011. The PROFESSIONAL will endeavor to meet this timeframe within the constraints of the parameters within its control. Unless noted otherwise, all time durations listed below are in calendar days from receipt of an executed agreement from the CITY "authorization." The schedule provided herein is based on the timely receipt of the information to be provided by the CITY. Should the CITY's activities or regulatory agency response require more time than anticipated, the schedule described below will be modified accordingly.

The PROFESSIONAL will commence work, as described herein, upon receipt of this Specific Authorization, fully executed, which shall constitute the PROFESSIONAL's Notice to Proceed on those tasks.

1. Services outlined in Task 1 for this Task Authorization are anticipated to be concluded within 60 days from PROFESSIONAL's receipt of this Task Authorization, fully executed, assuming all data, notices and assistance to be provided by CITY are timely received.

G. COMPENSATION

The PROFESSIONAL will be paid in accordance with the Lump Sum Method of compensation as set forth in Appendix A of the AGREEMENT. The Lump Sum fee for these services is \$ 17,500.00.

The level of effort and the resulting fees are presented in the attached Project Budget (**Exhibit B**). PROFESSIONAL will invoice CITY for services for on a monthly basis according to PROFESSIONAL's estimated percent project completion. Material changes between work tasks, or level of effort actually required versus those detailed herein, may serve as a basis for modifying this scope and budget, as mutually agreed to between PROFESSIONAL and CITY.

H. OTHER PROVISIONS

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 the CITY and the PROFESSIONAL.

- The PROFESSIONAL is entitled to rely upon the accuracy of historical and existing data and information provided by the CITY and others without independent review and verification.
- The PROFESSIONAL is not responsible for the means, methods, sequences, techniques or procedures of the CITY or Contractor operations, or for safety precautions and programs.
- Any Opinion of the Construction Cost prepared by the PROFESSIONAL represents its judgment as a design PROFESSIONAL and is supplied for the general guidance of the CITY. Since the PROFESSIONAL has no control over the cost of labor and material, or over competitive bidding or market conditions, the PROFESSIONAL does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to the CITY.
- Documents, drawings, and specifications, and electronic information/data, including computer aided drafting and design ("CADD"), prepared by the PROFESSIONAL pursuant to this agreement are not intended or represented to be suitable for reuse by the 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 the PROFESSIONAL will be at the CITY's sole risk and without liability to the PROFESSIONAL. The CITY assumes full responsibility for such changes unless the CITY has given the PROFESSIONAL prior notice and has received from the PROFESSIONAL written consent for such changes. Electronic data delivered to the CITY is for the CITY's convenience and shall not include the PROFESSIONAL stamp or signature of the PROFESSIONAL or architect. The CITY agrees that the 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 due to inappropriate storage conditions or duration.
- The CITY will require that any construction contractor performing work in connection with the Project hold harmless, indemnify and defend CITY, PROFESSIONAL, their consultants, and each of their directors, officers, agents and employees from any and all liabilities, claims, losses,

damages and costs, including attorneys' fees, arising out of or alleged to arise from the construction contractor's performance of the work described in the construction contract documents, but not including liability that may be due to the sole negligence of CITY, PROFESSIONAL, their consultants, or their directors, officers, agents and employees.

- The CITY will also require that the construction contractor provide workers' compensation and commercial general liability insurance, including complete operations and contractual liability, with the latter coverage sufficient to insure the construction contractor's indemnity, as above required; and such insurance shall include CITY, PROFESSIONAL, their consultants, and each of their directors, officers, agents and employees as additional insureds. The insurance afforded to these additional insureds shall be primary insurance. If the additional insureds have other insurance which might be applicable to any loss, the amount of the insurance provided under this paragraph shall not be reduced or prorated by the existence of such other insurance.
- The CITY and PROFESSIONAL agree that the Work Tasks summarized in **Exhibit B** represent the Work Tasks that are anticipated of the PROFESSIONAL by the CITY for the purpose of developing an estimated budget for the services described in Section B of this Task Authorization. The CITY and PROFESSIONAL agree that the Work Tasks and the associated level of effort by labor classification set forth in Exhibit B are based on certain assumptions that, to the extent possible, are identified in this Task Authorization and that they appear reasonable. Further, the CITY and PROFESSIONAL agree that the Work Tasks and the associated level of effort shown in Exhibit B are estimated for budget planning purposes only, and that the actual Work Tasks and level of effort required for completion of the services described in Section B of this Task Authorization may exceed those listed in Exhibit B (if the assumptions identified in this Task Authorization are not valid, or due to factors which are unknown or outside the control of the CITY or the PROFESSIONAL as of the execution date of this Task Authorization). Any increases in the actual Work Tasks and level of effort required for completion of the Scope of Services of the PROFESSIONAL described in Section B and that shown in Exhibit B may be used as a basis for amending the estimated budget and/or schedule. It is agreed that the PROFESSIONAL shall notify the CITY of such increases, if they occur, in writing and shall not perform further work on affected Work Tasks until the CITY approves the amended budget

Project Budget

Task Description	Personnel Hours						Budget					Total	
	Principal	Senior	Associate	Assistant	Designer/Technician	Clerical	Total Hours	Labor	Well Sub-contractor	Survey	Non-labor		Total Non-Labor
Task 1 - Groundwater Well Construction Services													
101 - Groundwater Well Construction Services	4	28		20		8	60	\$ 6,860	\$ 9,040	\$ 1,250	\$ 350	\$ 10,640	\$ 17,500
Subtotal	4	28	-	20	-	8	60	\$ 6,860	\$ 9,040	\$ 1,250	\$ 350	\$ 10,640	\$ 17,500
Subtotal													
Total	4	28	-	20	-	8	60	\$ 6,860	\$ 9,040	\$ 1,250	\$ 350	\$ 10,640	\$ 17,500

Amounts shown are fee.

Personnel Category	\$/HR
Principal	\$210.00
Senior	\$130.00
Associate	\$110.00
Assistant	\$95.00
Designer/Technician	\$100.00
Clerical	\$60.00



UNIVERSAL ENGINEERING SCIENCES

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Construction Materials Testing • Threshold Inspection • Plans Review
Private Provider/Building Inspection • Geophysical Services

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- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Leesburg
- Miami
- Ocala
- Orange City
- Orlando
- Palm Coast
- Panama City
- Rockledge
- Sarasota
- St. Augustine
- Tampa
- West Palm Beach

February 11, 2011

AECOM Water
320 East South Street
Orlando, Florida 32801

Attention: Mr. Mike Howe
Senior Ecologist

Reference: Proposal for Contract Drilling Services
Groundwater Monitoring Well Installation
Venetian Park
Leesburg, Lake County, Florida
UES Proposal No. 881619

Dear Mr. Howe:

Universal Engineering Sciences, Inc. (Universal) is pleased to submit our cost proposal for the referenced project. Our understanding of this project, together with our proposed scope of services and costs, are presented in the following paragraphs.

PROJECT UNDERSTANDING

It is our understanding that this project will consist of the installation of two (2) groundwater monitor wells with ten (10) feet of screen at Venetian Gardens development located in Leesburg, Lake County, Florida. The wells will be constructed using four (4)-inch diameter PVC with slotted screens. The Florida Department of Environmental Protection (FDEP) request indicated that the wells screens are to be designed based on the in situ soils, and this requires a soil sample in the screened interval to be collected and tested for particle size before installing the wells. The exact depth of the wells cannot be ascertained until the pilot borings are made to identify the depth to groundwater at the proposed well locations and collect the soil samples from the soil interval to be screened. However, we estimate these wells will likely be 15 - 25 feet, more or less, and we will only invoice for the actual services performed. We understand you will select the well locations and provide right of access.

AECOM Water
Project Name: Venetian Park
Project Location: Leesburg, Lake County, Florida
UES Proposal No. 881619



SCOPE OF SERVICES

We estimate the depth of the wells for pricing to be less than 25 feet deep; only the exact depth of the wells will be invoiced, and you will be notified of any changes in the project scope before we invoice for these services. We will use our Geoprobe drill rig to obtain soil and groundwater samples at the well locations so that the well depth, well screen slots, and the appropriate sand pack can be designed per the FDEP regulations. Once the soil and groundwater conditions are known, the well filter and screen will be designed and the wells installed. The wells are to be installed as located on the map provided, with one up-gradient and one down-gradient. The top of the well pipe will extend about two (2) feet above land surface and will be encased with a two (2) foot by two (2) foot concrete pad, with protective bollard. Each well will be developed by pumping until the discharge is clear to the eye. We will also be providing decontamination of the drilling rig and well materials both during installation and development of these wells.

SCHEDULE

We request that you provide one week prior to mobilization so that we may efficiently schedule our equipment and personnel for this project. We anticipate the soil borings will take 1 day, with well installation taking an additional day.

COSTS AND TERMS

Presented on the attached Exhibit 1 are our costs to perform these services. If you wish to authorize us to proceed, please execute and return the enclosed Work Authorization/Proposal Acceptance Form.

CLOSING

We appreciate this opportunity to submit our proposal and look forward to working with you on this project. If you should have any questions or require any additional information please do not hesitate to contact us. We look forward to working with AECOM on this project and serving the City of Leesburg.

Respectfully Submitted,
Universal Engineering Sciences, Inc.


Michael J. Geden, P.G.
Vice President

DW/RKD:

cc: Dan Meister - Universal Engineering Sciences, Inc.

Enclosures: Cost Proposal (Exhibit I)
Work Authorization/Proposal Acceptance Forms (2)
General Contract Conditions

Exhibit I

Proposal for Groundwater Monitoring Well Installation Services
Venetian Park
Leesburg, Lake County, Florida
UES Proposal No. 881619

Task	Quantity	Unit	Unit Cost	Total Cost
Drilling Rig & Geoprobe Mobilization	2	each	\$350.00	\$700.00
Geoprobe Rig	1	days	\$1500.00	\$1,500.00
Soil Grain Size Analyses	6	each	\$75.00	\$450.00
Project Engineer, Well Screen/ Filter Design & Completion Report	20	hours	\$90.00	\$1,800.00
CADD Operator	3	hours	45.00	\$135.00
Technical Secretary	2	hours	\$40.00	\$80.00
SPT Boring to determine stratigraphy and water table	50	l.f.	\$10.00	\$500.00
Groundwater monitoring Wells, 4" dia.	50	l.f	\$47.50	\$2,375.00
Pad & Locking Riser	2	ea	\$300.00	\$600.00
Well Development	2	each	\$150.00	\$300.00
Equipment Decontamination	2	each	\$150.00	\$300.00
Well Completion Permits	2	well	\$150.00	\$300.00
			Total:	\$9,040.00



UNIVERSAL ENGINEERING SCIENCES, INC.

Work Authorization / Proposal Acceptance Form

Universal Engineering Sciences, Inc. (UES) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

PROJECT NAME: Groundwater Monitor Wells
PROJECT LOCATION: Venetian Garden, Leesburg, Florida **PHONE:** 407-513-8222
CLIENT NAME: AECOM, 320 East South Street, Orlando Florida 32801 **FAX:** 407-246-7002
Attn: Mr. Mike Howe **EMAIL:** mike.howe@aecom.com

I. Scope of Services and Understanding of Project (See attached proposal or as indicated below)

UES Proposal No. 881619

Exhibit I - Contract Drilling Services **\$9,040.00**

II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:

- A. UES General Conditions. B. UES Proposal Dated: February 11, 2011
- C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.
- D. Other exhibits marked and described as follows: Exhibit I

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

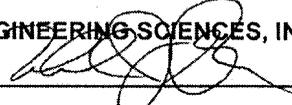
III. Authority to proceed and for payment. (To be completed by Client)

If the invoice is to be mailed for approval to someone other than the account charged, please indicate below:

Firm: _____ Social Security Number or Federal Identification No.: _____
Address: _____ City/ST: _____ Zip: _____
Attention: _____ Title: _____

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT _____
BY (Signature) _____
TYPED NAME _____
TITLE _____
DATE _____

UNIVERSAL ENGINEERING SCIENCES, INC.
BY (Signature)  _____
TYPED NAME Michael J. Geden, P.G.
TITLE Project Manager
DATE February 12, 2011



RAPID SURVEYING INC.

Larry Bowen, President

2910 W. WINTER LAKE ROAD
LAKELAND, FL 33803
P.O. BOX 239
EATON PARK, FL 33840

OFFICE (863) 668-9124
FAX (863) 668-9091
CELL (863) 412-1660
E-MAIL larry@rapidsurveying.net
Website: www.rapidsurveying.net

PROPOSAL LETTER

For: Specific Purpose Survey

February 14, 2011

Proposal Letter No: 1645

AECOM

RE: Leesburg Canal

Dear Mr. or Ms. Client:

Thank you for allowing Rapid Surveying, Inc. (RSI) the opportunity to present this proposal for this project. We can complete the "Survey Scope of Services", in a timely fashion upon return of the signed proposal letter.

Survey scope of services:

Specific Purpose Survey

Provide a survey for two 2-inch monitoring wells at Venetian Gardens (wells MWB-13 and MWC-14)

1. Lat/Long
2. Ground elevation NGVD or NAVD
3. Pad elevation NGVD or NAVD
4. Top of casing NGVD or NAVD (not the top of the protective housing)

Survey Exclusions (This provided scope does not include the following items. If any of these survey items are required by client please notify RSI and we will make the necessary scope and cost revisions). This survey does not include:

- a. Topographic survey for design (**no elevations**).
- b. Boundary survey.
- c. Preparation of new legal description and sketch for easements, encumbrances, or deed revisions.
- d. Underground utilities and/or drainage facilities.
- e. Interior fences, ponds, buildings or other improvements.
- f. Construction staking and asbuilding.
- g. Locating of trees and/or landscape features.
- h. Wetland location survey and/or elevations or features in apparent wetland limits.
- i. Any additional survey work will be based on an hourly rate or negotiated under a separate agreement.
- j. The survey is not intended to represent a boundary or ALTA/ACSM survey.

The final survey will be produced and delivered on (10) ten copies of a 11"x17" drawing. We will also provide PDF and AutoCAD 2009 DWG files per our clients request.

The **Lump Sum Cost** of this project if agreed upon will be **\$1,250.00**

We are pleased to supply you with this quote and look forward to working with you to complete this project. To accept this proposal, please read, sign and return. If you have any questions or need additional information about this proposal and/or contract please call.

Thank You,

Larry P. Bowen, President
RAPID SURVEYING, INC.

Approved by: _____
Date: _____