

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 SMW GeoSciences, Inc., whose address is 1411 Edgewater Drive, Suite 103, Orlando, FL 32804, (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 Wetlands Monitoring required for Plantation Consumptive Use Permit #2718.

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: President  
 Date: May 13, 2008

"CITY"

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

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

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

May 12, 2008

**TO:** Mr. Raymond Sharp  
Director of Environmental Services  
City of Leesburg  
223 S. 5th Street  
Leesburg, FL 34748

**SUBJECT:** **Proposal for Professional Services**  
Wetlands Monitoring for CUP Condition  
City of Leesburg Plantation at Leesburg CUP # 2718  
City of Leesburg, Florida

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Dear Mr. Sharp,

SMW GeoSciences, Inc. provides this proposal and scope of services to provide Wetlands Monitoring Services. These services are required by the City of Leesburg's Plantation at Leesburg Consumptive Use Permit (CUP) #2718. The rates and fees contained in this proposal are in compliance with the AGREEMENT FOR PROFESSIONAL SERVICES authorized May 24, 2004.

The following is a brief summary of the requested scope of services:

**Task 1: *Project Management and Wetlands Monitoring Services***

We will coordinate with the City and the St. Johns River Water Management District (SJRWMD) to ensure compliance with CUP conditions associated with wetlands monitoring at the Plantation at Leesburg facility. We will provide field services to monitor staff gauges and monitoring wells in support of conditions outlined in the City's CUP. We will reduce field information and prepare graphs of water level, rainfall and pumping data for submittal to the compliance section of the St. Johns River Water Management District.

Fee not to exceed for CUP wetlands monitoring: \$18,000.<sup>00</sup>

**Task 2: *Piezometer Relocation/Replacement***

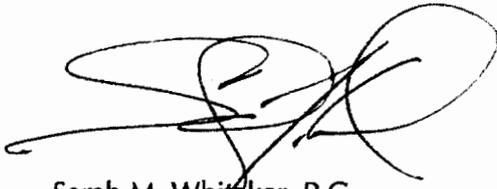
As CUP #2718 was originally issued to others, the City of Leesburg acquired CUP conditions of which they have limited ownership of, such as monitoring wells that are located on property owned by others. In addition, some monitoring wells are non functional and dry due to extended drought conditions. In order to maintain compliance with CUP conditions monitoring wells may need to be relocated or replaced. SMW GeoSciences, Inc. will provide permitting and drilling services for the relocation and construction of new monitoring wells.

Fee not to exceed for monitoring well replacement: \$10,000.<sup>00</sup>

SMW GeoSciences, Inc. will invoice only for the tasks performed, using the rates and fees contained in the AGREEMENT FOR PROFESSIONAL SERVICES for a not to exceed **\$28,000.<sup>00</sup>**.

We appreciate the opportunity to submit this proposal for your review. If you have any questions concerning the above, please contact our office.

Sincerely,  
**SMW GeoSciences, Inc.**

A handwritten signature in black ink, appearing to read 'S. Whitaker', with a large, stylized flourish at the end.

Sarah M. Whitaker, P.G.  
President