

**CONTRACT FOR PROFESSIONAL SERVICES
PROFESSIONAL ENGINEERING SERVICES
THE CITY OF DAYTONA BEACH CONTRACT NUMBER 2005-07**

This Contract and Agreement is made and entered into between The City of Daytona Beach, Volusia County, Florida, a municipal corporation, created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and Missimer Groundwater Science Incorporated, authorized by the Florida Department of State to conduct business in the State of Florida, hereinafter referred to as the CONSULTANT, on the date appearing on the last page hereof.

WHEREAS, the CITY intends to proceed with its Capital Improvement Program, the purpose of which is to establish a comprehensive approach to provide for logical, economic improvements to the proposed and existing public utilities infrastructures, and to comply with regulatory requirements pertaining thereto; and

WHEREAS, the CITY desires the services of qualified engineering consultants to provide comprehensive professional engineering services for work related to maintaining, upgrading, expanding, and planning for future growth of its Potable Water, Wastewater, and Reusewater Utilities generally in conformance with the utilities' master plans; and to provide assistance in matters relating to the CITY's St. Johns River Water Management District Consumptive Use permit; and

WHEREAS, the CITY's Selection Committee recommends that the CITY enter into negotiations with the CONSULTANT for the purposes of securing a contract for said professional Engineering services; and

WHEREAS, negotiations ensued between the CITY and the CONSULTANT, and an agreement was reached for a Contract for Professional Services subject to approval by the City Commission.

WITNESSETH, that in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I – Definition of Understanding: This Contract and Agreement defines all items of responsibility and is the only understanding between the parties. No oral understanding exists for performing the scope of work as set forth herein.

ARTICLE II – Overall Scope of Services: The Overall Scope of Services to be provided by the CONSULTANT shall include, but not be limited to: environmental studies and engineering design of systems necessary for the complete function of various utility facilities, systems, and structures under control by the CITY, and generally addressed in the Utilities' Master Plans, and providing assistance to the CITY in matters relating to the CITY's St. Johns River Water Management District Consumptive Use Permit; and related services determined by the CITY to be provided by the CONSULTANT to the CITY and defined in the "INVITATION TO SUBMIT STATEMENT OF QUALIFICATIONS" and the "REQUEST FOR STATEMENT OF QUALIFICATIONS NUMBER: 2005-07, PROFESSIONAL CONSULTANT SERVICES, POTABLE WATER, WASTEWATER AND REUSEWATER" attached hereto as Exhibit "A". The specific services to be provided under a particular work element of this Contract, however, may vary from the services defined in the "REQUEST FOR STATEMENT OF QUALIFICATIONS". The work to be provided by the CONSULTANT to the CITY shall be separated into individually

approved programs of work, to be referred to as Work Elements of this Contract. The Work Elements will be presented and described in Work Authorization Agreements.

ARTICLE III – Work Authorization Agreements: The Scope of Service for Work may be modified from time to time to provide for additional services, deletions of service, or redefinitions of services, for specific work assignments, as deemed necessary by the CITY. All such modifications as to services, schedules, and fees for Work Authorizations, shall be subject to negotiation between the CITY and the CONSULTANT and approval by the City Commission, the City Manager, or his designee, as described in Article II of this Contract.

The Scope of Services to be provided by the CONSULTANT under Work Authorizations of the Contract shall be clearly described and attached using the format as shown in Exhibit “B”, “Work Authorization Agreements”.

ARTICLE IV – CITY’s Responsibilities: The CITY agrees to make available for review and use by the CONSULTANT, reports, studies, and data relating to each project.

ARTICLE V – Compensation: Compensation for the specific task assignments are identified and defined in each Work Authorization Agreement, and represent the total compensation for all services, equipment, and work products to be provided by the CONSULTANT under the Work Elements authorized by this Contract.

Fees for work authorized can be either Lump Sum fees, or Actual Cost with and Upset Limit, whichever is approved through the Work Authorization Agreement.

Lump Sum:

The Lump Sum fee constitutes a total cost for the services in individual scopes of work negotiated prior to the start of the CONSULTANT’s services, generally with an allowance for reimbursable expenses associated with the work. Lump Sum fees shall be based upon an identifiable scope of work. Prior to finalizing the negotiation of a Lump Sum fee, the CONSULTANT shall provide the CITY with a detailed breakdown of man-hours by task and discipline, used in preparing the proposed Lump Sum fee.

Actual Cost with an Upset Limit:

Actual Cost with an Upset Limit fees shall be based upon actual hourly wages paid to the CONSULTANT professionals, times a multiplier of 2.3 for services rendered by employees assigned to the project. Reimbursable expenses associated with the project shall be invoiced to the CITY at the actual cost incurred by the CONSULTANT. The not-to-exceed upset limit shall be negotiated prior to the start of CONSULTANT’s services for any project or task. The Upset Limit can be exceeded only upon written authorization from the CITY.

The CONSULTANT agrees that the hourly rates used to determine rate charges for employees rendering services to the CITY pursuant to the Agreement shall not exceed the maximum rates as shown in the Schedule attached hereto as Exhibit “C” throughout the duration of Work Authorizations. The maximum rates listed in the Schedule shown in Exhibit “C” may be modified to compensate for the CONSULTANT’s salary adjustments for subsequently authorized Work Elements as approved by the City Commission.

Sub-Consultants:

The cost of services and reimbursable expenses for sub-consultants required for a project and employed by the CONSULTANT shall be negotiated as an element of the Lump Sum fee for the project. The CONSULTANT shall name all such special sub-consultants proposed at the time the Lump Sum fee is negotiated. No other special sub-consultants shall be used on a project unless and until approved by the City Commission. Nothing contained herein shall be deemed to preclude the CITY from contracting for services of special sub-consultants directly with the provider of such services.

When sub-consultants are engaged for an Actual Cost with an Upset Limit project, the CONSULTANT will invoice the CITY for the work provided by the sub-consultant at the actual fee amount invoiced by the sub-consultant.

Modifications to Append Work Authorization Agreements:

In the event that the CITY requests a modification to a Work Element Scope of Services, or any subsequently executed Work Authorization Agreements, the fees for such modification shall be negotiated based upon the specific services requested and at a level of compensation described in Article II of the Contract.

ARTICLE VI – WORK AUTHORIZED UPON APPROVAL OF THIS CONTRACT AND AGREEMENT: Work Authorization Agreement One is attached as Exhibit “D” and is authorized upon approval of this Contract.

ARTICLE VII – Method of Payment: For Work Elements, the CONSULTANT shall invoice the CITY no more frequently than once monthly and such invoices shall contain a Progress Certification Statement. The statement shall state that the Work Element is completed to at least the percentage shown on the invoice and further supported by adequate documentation to justify the percentage completed to the satisfaction of the City Engineer. The CITY shall only be required to pay monthly progress invoices up to 90 percent of the Lump Sum fee for Work Element services. The remainder of the Lump Sum fee for Work Element services shall be paid upon the CITY’s review and approval of the completed Work Element.

All monthly invoices submitted by the CONSULTANT and approved by the CITY shall be due and payable within 30 calendar days after such approval. The CITY agrees not to unreasonably withhold its approval of invoices submitted in compliance with the terms of this Contract.

The method of payment for services provided as part of future Work Elements of this Contract shall be negotiated to the satisfaction of both parties, with final authorization being subject to CITY approval as described in Article II of the Contract.

ARTICLE VIII – Termination: It is agreed by and between each of the parties hereto, respectively, that each of the parties shall have, and there is hereby reserved to such parties and each of them, the right to cancel and annul this Contract upon thirty (30) days written notice to the other party.

Further, it is covenanted and agreed by and between the parties thereto, and each of them, respectively, that upon expiration of such thirty (30) day period from the notice of cancellation by either party, as herein provided, this Contract shall cease, and thereafter each of the parties shall be released from further liability under the terms hereof.

It is further covenanted and agreed by and between the parties hereto, that in case or in the event this Contract shall be cancelled as herein provided, the CITY will pay unto the CONSULTANT all amounts due under the terms hereof that can be justified to the CITY as of the date of cancellation. The CONSULTANT agrees that upon receipt of the justified portion of fee, all documents will immediately be transmitted to the CITY for the CITY's use in accordance with the terms of this Contract.

ARTICLE IX – Ownership of Documents: All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed during the term of and in accordance with the provisions of this Contract shall be the property of the CITY and delivered to the CITY upon demand, provided the payment of fees has been received by the CONSULTANT in accordance with the terms of this Contract.

ARTICLE X – Reuse of Documents: The CITY agrees to hold harmless and indemnify the CONSULTANT from and against any claims, demands, actions, or causes of actions as a result of the CITY's reuse of documents and drawings or other work products.

ARTICLE XI – Nondiscrimination: The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin.

The CONSULTANT agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONSULTANT agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order Number 11246.

ARTICLE XII – Contingency Fee: The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration, contingent upon or resulting from the award or making of this Agreement.

ARTICLE XIII – Indemnification: The CONSULTANT shall indemnify and hold harmless The City of Daytona Beach and its officers and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract.

ARTICLE XIV – Insurance: The CONSULTANT shall purchase and maintain, at its own expense, the following types and amounts of insurance, in a form and from companies satisfactory to the CITY.

1. **Workers' Compensation Insurance:** As required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of the Consultant, employed at the site of the work or in any way connected with the work, which is the subject of this service.

The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not

less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

2. **Liability Insurance:** Comprehensive General Liability Insurance, including coverage for operations, products-completed operations, and personal injury on an "occurrence" basis insuring the CONSULTANT and any other interests, including, but not limited to, any associated or subsidiary companies involved in the work.. Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle or by the CONSULTANT at the site of the project or in any way connected with the work which is the subject of this Agreement.

The Liability Insurance shall include contractual liability insurance applicable to the CONSULTANT's obligations under Article XIII of this Agreement. The Liability Insurance shall name the CITY as an additional insured.

The limits of liability shall be no less than \$500,000 for injury or death to any one person and no less than \$1,000,000 for injury or death to two or more persons as a result of any one occurrence and no less than \$500,000 for property damage to one or more persons as a result of one occurrence, or in lieu thereof, a combined single limit for bodily injury and property damage of no less than \$500,000 and the limit of liability for contractual liability shall be no less than \$1,000,000.

3. **Professional Liability Insurance:** Professional Liability Insurance insuring the CONSULTANT and other interest, including, but not limited to, any associated or subsidiary companies involved in the work, for errors or omissions in the performance of professional services to be rendered pursuant to this Agreement. The limit of liability of Professional Liability Insurance shall be no less than \$1,000,000.

Reasonable deductible

Any insurance policy required by Article XIII, Section 3, hereof may contain a reasonable deductible provision provided advance notice of said deductible provision is given by the CONSULTANT to the CITY and approval from the CITY is given, which approval shall not be unreasonably withheld or delayed.

The CONSULTANT shall not commence work on this Contract until he has obtained all the insurance required under the Contract and proof of such insurance has been filed with and approved by the CITY.

The CONSULTANT shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation: "In the event of cancellation of this policy by the insurer or any insured, the company shall give not less than thirty (30) days advance written notice to: "City Clerk, The City of Daytona Beach, P.O.B. 2451, Daytona Beach, FL 32115-2451". If requested by the CITY, the CONSULTANT will furnish copies of insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

Certificates of Insurance acceptable to the CITY shall be filed with the City Clerk prior to the commencement of work, and the CONSULTANT shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. In the event such insurance shall lapse, the CITY expressly reserves the right to renew the insurance at the CONSULTANT's expense.

The CONSULTANT shall not cancel the insurance required by this Agreement until the work is completed, accepted by the CITY and the CONSULTANT, and has received written notification from the Risk Management Division of the CITY that the CONSULTANT may cancel the insurance required by this Agreement and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of the CONSULTANT if the request is made no earlier than two weeks before the work is to be completed.

ARTICLE XV – Truth in Negotiations Certificate: The CONSULTANT hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

ARTICLE XVI – Opinions of Cost: Opinions of probable construction costs, financial evaluation feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by the CONSULTANT hereunder will be made on the basis of the CONSULTANT's experience and qualifications and represent the CONSULTANT's best judgment as an experienced and qualified engineering professional. It is recognized, however, that the CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the report, must of necessity be speculative until completion of its detailed design.

Accordingly, the CONSULTANT does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations, or studies submitted by the CONSULTANT to the CITY hereunder.

ARTICLE XVII –Third Parties: Nothing contained in this agreement shall create a contractual relationship with or cause of action in favor of a third party against either the CITY or the CONSULTANT. The CONSULTANT's services under this Agreement are being performed solely for the CITY's benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate original this 3rd day of August, 2005, effective as of the 18th day of May, 2005

WITNESSES:

THE CITY OF DAYTONA BEACH

Shuley H. Stidney
Tom A. Brad

By: Yvonne Scarlett Golden
Yvonne Scarlet-Golden, Mayor
Attest: Jennifer L. Thomas
Jennifer Thomas, City Clerk

WITNESSES

MISSIMER GROUNDWATER SCIENCES INCORPORATED

Linda Kruger
Julie Faircloth

By: Thomas M. Missimer
Attest: Jergene J. Wilton

STATE OF FLORIDA
Volusia County

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Thomas M. Missimer well known to me to be President of Missimer Groundwater Sciences Incorporated, and that he executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true and corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day, May, 2005.

Notary Public



Lisa N. Latkowski
Lisa N. Latkowski

**STATE OF FLORIDA
VOLUSIA COUNTY**

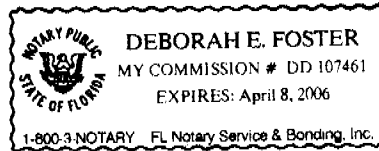
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Yvonne Scarlett Golden and Jennifer L. Thomas, well known to me to be the Mayor and City Clerk, respectively, of THE CITY OF DAYTONA BEACH, a Florida Municipal Corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by THE CITY OF DAYTONA BEACH.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day, August, 2005.

Notary Public

Deborah E. Foster

Commission Expires



APPROVED AS TO LEGAL FORM:

[Signature]

Robert G. Brown, City Attorney

INVITATION TO SUBMIT STATEMENT OF QUALIFICATIONS

The City of Daytona Beach, in compliance with the Consultants Competitive Negotiation Act, Section 287.055, Florida Statutes, is seeking a consultant(s) to provide comprehensive professional engineering consulting services to assist in the implementation, and updating as may be required, of the Master Plans for Potable Water, Wastewater, and Reusewater. Professional services in matters related to the City's Consumptive Use Permit will also be required.

Persons interested in providing these services may obtain a "REQUEST FOR STATEMENT OF QUALIFICATIONS NUMBER: 2005-07, COMPREHENSIVE PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR POTABLE WATER, WASTEWATER, AND REUSEWATER" from:

Purchasing Agent
Post Office Box 2451
Daytona Beach, FL 32115-2451
386.671.8082

Eight (8) copies of the proposal must be submitted no later than 5:00 p.m., January 27, 2005.

THE CITY RESERVES THE RIGHT to reject any or all proposals or parts thereof, of to accept the proposal(s) or parts thereof when considered by it to be in the best interest of the City. Any proposal received after the time and date specified will not be considered.

THE CITY OF DAYTONA BEACH
VOLUSIA COUNTY, FLORIDA

By: James Dearing, C.P.M.
Purchasing Agent

REQUEST FOR STATEMENT OF QUALIFICATIONS

PROFESSIONAL CONSULTANT SERVICES
POTABLE WATER, WASTEWATER AND REUSEWATER

FOR

THE CITY OF DAYTONA BEACH
DAYTONA BEACH, FLORIDA

NUMBER 2005-07



Prepared By:

Engineering Division of Public Works
The City of Daytona Beach
Post Office Box 2451
Daytona Beach, Florida 32115-2451

STATEMENT OF PURPOSE

The City of Daytona Beach is seeking a minimum of one (1) qualified Consultant to provide comprehensive professional engineering services for work related to maintaining, upgrading, expanding, and planning for the future growth of its Potable Water, Wastewater, and Reusewater utilities.

SCOPE OF SERVICES

The City operates one 24 MGD Potable Water Treatment Plant, one 13 MGD Advanced Wastewater Treatment Plant, and one 15 MGD Wastewater Treatment Plants; both wastewater treatment plants have reusewater facilities that distribute reclaimed water throughout the City. As the City enters a period of rapid growth, implementation of the recommendations in the masters plans for each of the utilities will be necessary. Where growth is planned to occur outside of the areas covered by the master plans, or where other changes are determined to be in the best interests of the City, modifications to the plans may be necessary. The City is intending to engage one or more consultants to assist the City in maintaining, upgrading, expanding and planning for future growth of the three utilities.

In addition to the master plan related activities, the consultant will be requested to provide assistance in matters pertaining to the City's St. Johns River Water Management District Consumptive Use Permit. These issues include assistance in implementing requirements of the permit as well as negotiations with the District for permit modifications and/or renewal.

FORMAT FOR WORK AUTHORIZATION AGREEMENTS

**THE CITY OF DAYTONA BEACH
(INSERT NAME OF PROJECT)**

SCOPE OF SERVICES

Background

(Provide a one-paragraph discussion of the purpose and description of the overall project.)

(Provide a preliminary total cost of construction estimate, if appropriate, and reference and attach ATTACHMENT "A", Cost of Construction Estimate. ATTACHMENT "A" should provide a listing with estimate of the major project elements.)

PART A – (Example: PREPARATION OF DESIGN DOCUMENTS)

TASK 1: (Example: Data Collection, Basis of Design Report, Project Coordination Meetings)

(Insert a description of the work effort and what it includes.)

TASK 2: (Example: Prepare Preliminary Design Documents)

(Insert a description of the work effort and what it includes.)

TASK 3 and BEYOND: (Include as many tasks and descriptions as appropriate to Part A of the specific project to be authorized.)

(Insert Page Break between Parts)

PART B – (Include as many PARTS and TASKS as appropriate to the project.)

(Insert Page Break after last page of last PART)

DELIVERABLES

(Example: Five copies of the Preliminary Design, Draft Final Design, Final Design documents, and the Operation and Maintenance Manual shall be provided. One reproducible copy of the final design documents and a CD version shall also be provided. Text shall be in Microsoft Word, and drawings shall be in AutoCAD 2004.)

COMPENSATION

Compensation for the professional services to be provided un this Work Authorization for Part A, *(Insert title of Part A)* shall be a *(Example: a design fee of \$50,000, plus a \$5000 allowance for geotechnical investigation services, and a \$5000 allowance for survey services, for a total Part A maximum fee of \$60,000. The Professional Service fees shall be invoiced on an Actual Cost Basis. The Hourly Rate Schedule shown in ATTACHMENT "B" of this Scope of Services shall apply to this Work Authorization. (Alternatively, for Actual Cost projects, you may refer to EXHIBIT "C" of the master contract and not provide an ATTACHMENT "B" to the Work Authorization.)*

Compensation for Part B, *(Insert title of Part B)* shall be a *(Lump Sum fee of \$40,000, plus a \$5000 allowance for laboratory analytical services, for a total Part B maximum fee of \$5,000.*

Compensation for Part C and Beyond *(Follow the format presented for Parts A and B, above.)*

TIME TO COMPLETE THE WORK

The CONSULTANT agrees to complete the professional services according to the following schedule:

Part A – Design Services

(Example:

- 1. Five sets of Preliminary Design documents ten (10) weeks after receipt of an executed contract.*
- 2. Five sets of Draft Final Design Documents eight (8) weeks after receipt of comments on Preliminary Design Documents.*
- 3. Etc.)*

Part B – Construction Administration Services

(Example:

The Construction Administration Services described under Part B of this Contract are based upon a construction period of six (6) months. The CONSULTANT shall provide these services for the six-month period, and shall submit to the CITY Record Drawings within four (4) weeks of receipt of field-marked drawings from the contractor.)

Part C – Etc.

**THE CITY OF DAYTONA BEACH
(INSERT NAME OF PROJECT)**

Cost of Construction Estimate

<u>Description</u>	<u>Estimated Cost</u>
1. Five million gallon storage vessel	\$1,200,000
2. Variable speed pumping station	\$ 260,000
3. Etc.	\$ Etc.
Total Conceptual Cost Estimate	\$3,200,000

ATTACHMENT "B"

(This ATTACHMENT need only be provided with the Work Authorization if changes to the hourly rates included in EXHIBIT "C" of the master contract are requested.)

HOURLY RATE SCHEDULE

The following schedule provides a maximum direct salary hourly rate for the disciplines which are likely to be engage for the project of The City of Daytona Beach.

<u>Category of Employee</u>	<u>Not to Exceed Hourly Rate</u>
1. Principal	\$ 50.00
2. Senior Project Manager	\$ 45.00
3. Senior Project Engineer	\$ 40.00
4. And Beyond <i>Etc.</i>	\$

Actual Cost with and Upset Limit fee projects will be based upon actual hourly wages paid to CONSULTANT professionals, not to exceed the above listed rates, times the multiplier contained in the Contract.

HOURLY RATE SCHEDULE

The following schedule provides a maximum direct hourly rate for the disciplines which are likely to be engaged for the project of the City of Daytona Beach.

<u>Category of Employee</u>	<u>Not to Exceed Hourly Rate</u>
1. Thomas M. Missimer, Ph.D., P.G. Hydrogeologist Licensed Professional Geologist	\$ 81.00
2. Graphic artist/drafts person (Independent contractor)	\$ 33.00

Actual Cost with and Upset Limit fee projects will be based upon actual hourly wages paid to Consultant professionals, not to exceed the above listed rates, times the multiplier contained in the contract.

**WORK AUTHORIZATION AGREEMENT
CITY OF DAYTONA BEACH**

**COMPLIANCE WITH SPECIAL CONDITION 19 OF THE
WATER USE PERMIT**

SCOPE OF SERVICES

Background

The City of Daytona Beach has obtained a water use permit renewal from the St. Johns River Water Management District. This permit contains a number of special conditions that require the City to supply the District with specific types of information based on a timetable. One of the special conditions, number 19, requires that two monitoring wells be constructed and monitored to assess saltwater intrusion within the upper part of the Floridan Aquifer System. This scope is for assisting the City to comply with this special condition.

Scope for Meeting Special Conditional 19

- Task 1.** Meet with the City of Daytona Beach regarding the water use permit
- Task 2.** Review the hydrogeologic and water quality data from the City Floridan Aquifer wellfield
- Task 3.** Meet with the St. Johns River Water Management District to negotiate the locations and depths of the monitoring wells
- Task 4.** Assist the City in the procurement and bidding process to obtain a water well contractor to construct the wells, including geophysical logging cuttings
- Task 5.** Observe the construction of the wells, collect well cuttings and make the decision in the field with regard to the final casing depth
- Task 6.** Observe the geophysical logging of the wells
- Task 7.** Make the initial water level measurements and establish a marked measuring point
- Task 8.** Assist the City in establishing surveyed elevations on each monitoring well
- Task 9.** Assist the City in the procurement of a laboratory to collect and analyze the water chemistry in both monitoring wells

Task 10. Analyze the geology in the wells and check and interpret the water quality data

Task 11. Prepare a report of the hydrogeology of the monitoring wells for transmittal to the St. Johns River Water Management District

Task 12. Assist the City in the training of utility personnel to obtain monitoring data from the wells

Task 13. Establish a spreadsheet for data storage

Task 14. Review the monitoring data collected by the City on a quarterly basis

Task 15. Prepare the first annual monitoring report for the City

DELIVERABLES

1. Monitoring Well Specifications

One electronic set of specifications shall be delivered to the City via electronic mail. These specifications shall meet the requirements of the St. Johns River Water Management District. This deliverable shall contain the written specifications for the wells and a construction diagram. The City shall provide the front-end bid documents and all other parts of the bid package.

2. Monitoring wells completion report

The Consultant shall provide the City with 5 copies of the monitoring well completion report. This report shall contain all hydrogeologic information collected in the field and any analysis of the data. The document shall be signed and sealed by a professional geologist licensed in Florida.

3. First annual monitoring report

The Consultant shall compile the groundwater data collected by the City and the Consultant during the first year after completion of the monitoring wells. An annual monitoring report shall be written for the City so the City can deliver it to the St. Johns River Water Management District. Fives copies of this report shall be delivered to the City.

COMPENSATION

No.	Estimated Cost
1	\$1500
2	4800
3	2400
4	4800
5	6000
6	600
7	300
8	600
9	1800
10	3600
11	6000
12	1800
13	600
14	1200
15	6000
Estimated Total Labor Cost:	\$42,000

Direct Costs	Cost Estimate
1. Graphic artist	\$3600
2. Copying and reproduction	500
3. Travel	3800
Total Direct Costs:	\$7900
Total Not-to-Exceed Fee	\$49,900

TIME TO COMPLETE PROJECT

The CONSULTANT agrees to complete the professional services according to the following schedule:

1. Tasks 1 to 11 shall be completed within 6 months of authorization (1).
2. Task 12 and 13 shall be completed with 30 days of monitoring well completion.
3. Tasks 14 and 15 shall be completed within 30 days after completion of one year of monitoring.

(1) Note: The completion times could be affected by the St. Johns River Water Management District.