

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the ____ day of _____ in the year 2013, 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 **BOOTH, ERN, STRAUGHAN AND HIOTT, INC.** whose address is 350 North Sinclair Avenue, Tavares Florida 32778 (hereinafter referred to as the "PROFESSIONAL").

WHEREAS, the CITY issued Request for Qualifications 130023 to contract with a qualified professional or firm to provide professional design services for the Plantation water treatment plant project for the City of Leesburg;

WHEREAS, the PROFESSIONAL has been selected as the top ranked firm among all firms submitting proposals;

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. Services.** The PROFESSIONAL shall perform the following services described in **EXHIBIT "A,"** which is attached and incorporated by reference herein. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for similar projects.
- 2. Compensation.** A detail Schedule of Fees is included in EXHIBIT "B". The cost of the services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.
- 3. Payment.** CITY shall compensate PROFESSIONAL for their services in the following manner: SEE EXHIBIT "A". No other costs or services shall be billed to the CITY.
- 4. Authorized Expenses.** The CITY will not be liable for any expenses incurred by the PROFESSIONAL prior to the issuance of a Notice to Proceed except as authorized by the CITY in writing.
- 5. Term.** The term of this Agreement shall be for a period of three (3) years or until the terms and conditions of this Agreement, including, but not limited to, its Scope of Services, have been completed, whichever occurs first, as determined by the CITY. Work shall begin within ten (10) calendar days from the date the CITY issues a notice to proceed.
- 6. Termination.** All or part of this Agreement may be terminated under the following conditions:
 - a. For Convenience.** All or part of this Agreement may be terminated by the CITY for its convenience on thirty (30) days written notice to the PROFESSIONAL. In such event, the PROFESSIONAL will be entitled to compensation for services competently performed up to the date of termination.
 - b. For Cause.** CITY may terminate the Agreement for cause if PROFESSIONAL;
 - i.** becomes Insolvent/Bankrupt, or

- ii. commits a material breach of the Agreement which does not otherwise have a specified contractual remedy, provided that:
 - 1. CITY shall first provide PROFESSIONAL with detailed written notice of the breach and of CITY's intention to terminate the Agreement, and
 - 2. PROFESSIONAL shall have failed, within the number of days indicated in the written notice, to commence and diligently pursue cure of the breach.

- c. **Non-Appropriation of Funds.** The PROFESSIONAL understands and agrees any and every Agreement is subject to the availability of funds to the CITY to purchase the specified services. As used herein, a "non-appropriation" shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified services or other amounts owed pursuant to any Agreement, from the Source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under Contract. The CITY may terminate an Agreement, with no further liability to the vendor other than compensation for services competently performed up to the date of termination, effective the first day of a fiscal period provided that:
 - i. a non-appropriation has occurred, and
 - ii. The CITY has provided the vendor with written notice of termination not less than fifteen (15) days before the proposed termination date.
 - iii. Upon the occurrence of such non-appropriation the City shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

7. **Insurance.** The PROFESSIONAL will maintain throughout this Agreement the following insurance: SEE EXHIBIT "A."

- A. The original of each such policy of insurance, or a complete duplicate, shall be delivered to CITY by PROFESSIONAL prior to starting work, together with evidence that the premiums have been paid.
- B. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- C. The PROFESSIONAL shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- D. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- E. The required insurance shall not limit the liability of the PROFESSIONAL. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the PROFESSIONAL'S interests or liabilities, but are merely required minimums.
- F. All liability insurance, except professional liability, shall be written on an occurrence basis.
- G. The PROFESSIONAL waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- H. Insurance required of the PROFESSIONAL, or any other insurance of the PROFESSIONAL shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.

I. Except for workers' compensation and professional liability, the PROFESSIONAL'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.

J. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg
Attention: Mike Thornton, Purchasing Manager
P.O. Box 490630
Leesburg, Florida 34749-0630

K. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.

L. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

M. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

N. The PROFESSIONAL, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the PROFESSIONAL'S liability coverage(s).

8. Indemnification. The PROFESSIONAL shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the PROFESSIONAL and persons employed or utilized by the PROFESSIONAL in the performance of this Agreement. The liability of the PROFESSIONAL shall, however, be limited to two million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the PROFESSIONAL to indemnify the CITY shall be limited to intentional or negligent acts, omissions, or defaults of the PROFESSIONAL; any contractors, subcontractors, subsubcontractors, materialmen, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the PROFESSIONAL shall not be obligated to indemnify the CITY against losses arising from the negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the intentional or negligent acts or omissions of the PROFESSIONAL, or any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

9. Codes, Laws, and Regulations. PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

10. Permits, Licenses, and Fees. PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.

11. Access to Records. PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during PROFESSIONAL'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

12. Contingent Fees Prohibited. The PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the

PROFESSIONAL, 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 PROFESSIONAL any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

13. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the PROFESSIONAL (or by such subconsultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the PROFESSIONAL shall in no way be liable or legally responsible to anyone for the CITY's use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the PROFESSIONAL.

14. Independent Contractor. The PROFESSIONAL agrees that it is an independent contractor and not an agent, joint venturer, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the PROFESSIONAL. PROFESSIONAL will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

15. Assignment. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

16. No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the CITY.

17. Jurisdiction. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

18. Contact Person. The primary contact person under this Agreement for the PROFESSIONAL shall be **Robert A. Ern, Jr., Principal**. The primary contact person under this Agreement for the CITY shall be **D.C. Maudlin, Deputy Director of Public Works**.

19. Approval of Personnel. Key Personnel: The City reserves the right to discontinue (terminate) when key personnel identified by the SF 330 - Section E of RFQ 130023, are not available. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, CITY may require PROFESSIONAL assign a different person or persons be designated to be the contact person or to perform the PROFESSIONAL services hereunder.

20. Subcontractors. The CITY reserves the right to approve all subcontractors for tasks performed under this Agreement. Responsibility for the performance of the contract remains with the PROFESSIONAL exclusively. Subcontractors may be added to this contract during the contract period only with prior written permission from the CITY

21. Notice to Owner. All Notice to Owners (NTO) issued by sub-contractors and material suppliers must be mailed or delivered to:

**CITY OF LEESBURG
ATTN: PURCHASING MANAGER
RE: RFQ -130023
501 W. MEADOW ST
LEESBURG, FL 34748**

22. Disclosure of Conflict. The PROFESSIONAL has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and his duties under this Agreement.

23. Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

24. Authority to Obligate. Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Rest of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

"BOOTH, ERN, STRAUGHAN AND HIOTT, INC."

By: _____
[Signature]

Printed: ROBERT A. ERN, JR.

Its: VICE PRESIDENT
Title

EXHIBIT "A"

I. Scope of Services. The Scope of Services is as described in Request for Qualifications 130023 and professional's response to the RFQ to provide for Professional Engineering Design Services for the Plantation Water Treatment Plant project. These services may include but not be limited to the following activities:

A. Water Treatment Plant Design which may include, but not be limited to, the following:

Field Survey and Data Collection	Water Treatment Plant Preliminary and Final Design
Technical Reports	Public Information Services
Plans Preparation Regulatory Permitting	Bid Document Development Geotechnical Support
Hydrologic and Hydraulic Analysis	Construction Management Support
Other Related Services As Needed	

II. Request for Qualifications (RFQ) Document. RFQ 130023 document is incorporated by reference and made a part hereof.

III. Submitted Proposal. The proposal submitted by PROFESSIONAL in response to RFQ 130023 and task/fee document of February 22, 2013, is incorporated by reference and made a part hereof.

IV. Insurance Requirements. The PROFESSIONAL will maintain throughout this Agreement the following insurance:

1. Comprehensive General Liability

- a. The PROFESSIONAL shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x,c,u).
- b. For remodeling and construction projects, the PROFESSIONAL shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY'S acceptance of the project.

2. Professional Liability/Malpractice/Errors or Omissions Insurance

- a. The PROFESSIONAL shall purchase and maintain Professional Liability or Malpractice or Errors or Omissions insurance with minimum limits of \$1,000,000 per occurrence combined single limit.

- b. If a claims-made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims-made coverage, unless the prior policy was extended indefinitely to cover prior acts.
- c. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of the claims-made coverage.

3. Business Automobile Liability

- a. The PROFESSIONAL shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

4. Workers' Compensation

- a. The PROFESSIONAL shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.
- b. PROFESSIONALS exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

VI. Subcontractors. The CITY reserves the right to approve all subcontractors for tasks performed under this master Agreement. Responsibility for the performance of the contract remains with the PROFESSIONAL exclusively. Subcontractors may be added to this contract during the contract period only with prior written permission from the CITY.

VII. Miscellaneous Requirements.

- 1. The PROFESSIONAL shall possess all the appropriate licenses, permits and tariffs required by various governmental agencies having jurisdiction over such services. A copy of all the required licenses shall be submitted to the CITY upon request, including certification of a Florida Certified Professional Engineer.
- 2. The CITY or its authorized representative reserves the right to obtain all documentation deemed appropriate to verify the PROFESSIONAL meets all regulations and specification requirements.
- 3. Any damage to facilities, equipment or property, due to the incompetence or negligence of the PROFESSIONAL'S personnel, including subcontractors, that occurs, shall be the responsibility of the PROFESSIONAL. The PROFESSIONAL shall reimburse the owner of the damaged facility, equipment or property for any cost to repair damage, beyond reasonable wear, caused by the PROFESSIONAL.

VIII. Schedule of Fees. Pricing shall include all labor, equipment and materials needed to complete the project as described herein. The prices listed below shall remain firm through the term of the contract.

Services shall not be rendered nor remunerated which have not received prior approval and coordination from the appropriate City representatives.

If authorized by the CITY, an overtime premium multiplier of 1.5 may be applied to the billing rate of hourly personnel who work overtime in order to meet a deadline, which cannot be met during normal hours.

- IX. Compensation.** PROFESSIONAL shall be paid not more than once monthly for work performed under this agreement. All invoices submitted by the PROFESSIONAL shall clearly reference the purchase order issued for this project, the project name, and the services performed.
- X. Guidelines for Reimbursable Expenses.** Reimbursable expenses are legitimate expenses incurred by the PROFESSIONAL in addition to fees for basic and additional services for actual expenditures as expressly allowed under this Agreement. Reimbursable costs incurred internally shall be documented in the manner acceptable to the CITY (e.g., copy logs, etc.). The following are acceptable reimbursable items:
1. Electrostatic copies.
 2. Blueprinting.
 3. Color copies.
 4. Incoming faxes.

Standard overhead costs that are not allowed as reimbursable expenses include, but are not limited to: telephone, rent, taxes, office supplies, computer costs, CAD costs, cost of establishing and maintaining a web site, etc.

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EXHIBIT "B"

ENGINEERING PROPOSAL

FOR

CITY OF LEESBURG, FLORIDA

FOR

PLANTATION WATER TREATMENT PLANT, PHASE I

ENGINEERS:

Robert A. Ern, Jr., P.E., Principal
BOOTH, ERN, STRAUGHAN & HIOTT, INC.
350 North Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481 - Phone
(352) 343-8495 - Fax
rem@besandh.com

CLIENT:

CITY OF LEESBURG
c/o Terry Pollard, Purchasing
205 North 5th Street
Leesburg, Florida 34749
(352) 728-9880 - Phone
(352) 326-6618 - Fax
Terry.Pollard@leesburgflorida.gov

EXHIBIT "B"

PROJECT: City of Leesburg, Plantation Water Treatment Plant, Phase I
DATE: January 28, 2013; revised February 22, 2013

ENGINEERING SERVICES PROPOSAL/AGREEMENT

SCOPE: Booth, Ern, Straughan & Hiott, Inc., is pleased to submit this proposal to the City of Leesburg for improvements to the Plantation Water Treatment Plant and associated distribution system. Generally, tasks shall include: production of a Capacity Analysis Report, verification and calibration of a hydraulic model, evaluation of distribution system pressure variations, cost estimating and creation of a basis of design memorandum. In addition, review of available geotechnical investigation information will occur, and additional geotechnical investigations shall be conducted at each site, with recommendations for long-term subsurface stabilization to be provided.

As discussed, plant and system analysis shall be limited to the Plantation WTP and distribution system, and no other interconnected distribution systems.

Tasks shall be as summarized below:

TASK 001 EXISTING DATA COLLECTION AND REVIEW

BESH shall work with Staff to collect all relevant data available from the City which shall be utilized in conducting the work described below. BESH shall review all relevant data as necessary to prepare the following Tasks work. Requested data from the City includes:

- 5 years MOR's (Monthly Operating Reports) for the Plantation WTP
- Copy of most recent raw water chemical analysis (Primaries, Secondaries, etc)
- Copy of existing CUP (Consumptive Use Permit), including any recently updated materials
- Copy of existing FDEP Permit for the Plantation WTP
- Chlorine Consumption Data, 12 months
- Copy of Plantation Distribution System map in AutoCAD (.dwg or .dxf format)
- SCADA plant flow/pressure data at regular intervals (30 minutes preferred) for 7 day period
- Electronic copies of site plans at WTP and WWTP (.dwg or .dxf format)

Fee: \$2,750.00

Principal (P.E.) - 10 hours
Professional Engineer - 10 hours

Deliverables: N/A

TASK 002 PREPARE CAPACITY ANALYSIS REPORT

BESH will prepare a Capacity Analysis Report for the Plantation WTP. The purpose of the Capacity Analysis Report shall be to assist in evaluating existing production, treatment, storage and supply conditions, as well as recommendations for future upgrades necessary to satisfy City of Leesburg and FDEP criteria. The Capacity Analysis Report shall include the following general elements:

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- Description and Evaluation of Existing Facilities
- Summary of Historical Production Rates
- Summary of System Future Demand Projections
- Evaluation of Timing for Exceeding Existing Capacities
- Evaluation of Existing Facilities Ability to meet Future Demands
- Summary of Recommended Improvements
- Schedule for Recommended Improvements
- Evaluation of 3 Alternatives for Recommended Improvements
- All improvements remain at existing site
- Some improvements remain, some move to wwtp site
- All improvements move to wwtp site

Fee: \$13,500.00

Principal (P.E.) - 25 hours
Professional Engineer - 65 hours
CAD Tech - 15 hours

Deliverables:

- Capacity Analysis Report

TASK 003 HYDRAULIC MODELING

BESH shall, utilizing the City provided hydraulic model of the Plantation water distribution system, conduct model runs for several flow scenarios. Model run scenarios include:

- Average Daily Flow scenario
- Maximum Daily Flow scenario
- Maximum Daily Flow plus Fire Flow scenario
- Peak Hourly Flow scenario

In addition, based upon the three alternatives discussed above in the Capacity Analysis report, the above flow scenarios shall be run for each alternative. In the event that either some or all improvements are moved to the wwtp site, it is expected that a new raw water line from the existing plant site to the wwtp site shall be necessary, as well as a new discharge line from the plant to a major trunkline within the distribution system shall be necessary. This shall necessitate a total of 12 separate model runs.

Prior to completing all model runs, it shall be necessary to conduct fire hydrant flow testing combined with pressure monitoring at multiple points throughout the distribution system. As discussed with the City, BESH shall provide two personnel and two hydrant test kits, and the City shall provide two personnel and two hydrant test kits. Tests shall be conducted during "off-peak" flow periods. One hydrant shall be tested at several flow levels (250 gpm, 500 gpm, 750 gpm) while pressure readings are taken at three other distribution system monitoring

EXHIBIT "B"

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points, as well as at the wtp. This same procedure shall be conducted at each of the other three points. Data shall be gathered from all 4 points within the distribution system, as well as from the plant SCADA system for evaluation and use in calibrating the hydraulic model. Calibration shall be completed based upon the hydrant flow testing prior to completing all of the required hydraulic model runs.

Finally, the existing system pressures shall be evaluated in order to determine areas of both high and low pressure during different flow scenarios. This information shall be utilized to determine the need for, and proposed locations for either in-line pressure reducing valves, or meter-mounted individual pressure reducing valves.

Fee: \$15,250.00

Principal (P.E.) - 35 hours
Professional Engineer - 60 hours
CAD Tech - 25 hours

Deliverables:

- Hydraulic modeling runs, printed and bound results with summary
- CD with electronic copies of all generated input and output files
- Maps illustrating areas with high, acceptable and low system pressures
- Maps showing areas to be served with pressure reducing valves
- Map illustrating locations of hydrant testing

TASK 004 BASIS OF DESIGN REPORT

Based upon the results of the above tasks, including Data Collection and Review, preparation of the Capacity Analysis Report, and the multiple hydraulic model runs, BESH shall prepare a final Basis of Design Report which shall summarize the findings of the above, discuss the three potential wtp expansion/upgrade scenarios, provide conceptual site and distribution system design improvements, summarize conceptual level cost estimates, and make final recommendations for the ultimate improvements to the Plantation WTP and Distribution System.

Fee: \$5,350.00

Principal (P.E.) - 10 hours
Professional Engineer - 30 hours

Deliverables:

- Basis of Design Report summarizing findings and all Alternatives
- Cost Estimates for all Alternatives
- Summary of Recommended Alternative

EXHIBIT "B"

PROJECT: City of Leesburg, Plantation Water Treatment Plant, Phase I
DATE: January 28, 2013; revised February 22, 2013

TASK 005 MEETINGS

Based upon discussions with the City, BESH shall prepare for and attend meetings related to the above tasks. It is anticipated that the meetings shall include the following:

- 2 meeting with the Plantation HOA and residents (2 hours each, Principal Only)
- 2 meetings with City of Leesburg Staff (2 hours each, Principal & P.E.)
- 1 meeting with City of Leesburg Commission (2 hours each, Principal Only)

Fee: \$1,970.00

Principal (P.E.) - 10 hours
Professional Engineer - 4 hours
(Note: BESH shall only bill for time accrued at attached hourly rates, based upon actual meeting needs)

Deliverables: N/A

TASK 006 GEOTECHNICAL EVALUATIONS & INVESTIGATIONS

The existing geotechnical data at the Water Treatment Plant (WTP) site is based on only two (2) SPT borings. Additional borings spread out over the entire WTP site is essential to obtain a comprehensive site characterization with respect to the weakness in the deeper subsurface layers. We are proposing to perform CPTU (Cone Penetration Tests with Pore Water Pressure Measurements) borings to obtain greater spatial coverage and detailed subsurface information in a cost effective and time saving manner. Since CPTU borings cannot retrieve soil samples, we will perform few additional SPT borings at the site so as to correlate the CPTU and SPT data.

The existing geotechnical data at the Wastewater Treatment Plant (WWTP) site is based on sixteen (16) SPT borings drilled to depths of 40 to 100 feet below the ground surface. Several of the borings were terminated within loose/soft layers before reaching any competent bearing stratum. We propose to perform additional subsurface investigation at the Wastewater Treatment Plant (WWTP) site using CPTU (Cone Penetration Tests with Pore Pressure Measurements) borings to obtain detailed subsurface information from depths not penetrated during the previously performed SPT borings at the site.

We propose to conduct the following scope of investigation at the two sites:

- Perform up to thirty (30) Cone Penetration Test with Pore Water Pressure measurements (CPTU) borings at various locations of Water Treatment Plant (WTP) site.

EXHIBIT "B"

PROJECT: City of Leesburg, Plantation Water Treatment Plant, Phase I
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- Perform five (5) Standard Penetration Test (SPT) borings to a maximum depth of 100 feet at various locations of the Water Treatment Plant site to facilitate correlation of CPTU and SPT data.
- Perform up to ten (10) Cone Penetration Test borings with Pore Pressure Measurements (CPTU) at various locations of Wastewater Treatment Plant (WWTP) site.
- Perform two (2) Standard Penetration Test (SPT) borings to a maximum depth of 100 feet at various locations of the Wastewater Treatment Plant (WWTP) site to facilitate correlation of CPTU and SPT data.
- Perform index tests on selected soil samples collected from the SPT borings.
- Analyze the field and laboratory data to develop comprehensive subsurface characterization of the two sites to make engineering recommendations for cost effective foundation design for the various structures required for the capacity upgrading of the Water Treatment Plant.

The proposed scope of services will be supervised by a geotechnical engineer licensed in the state of Florida. The results of the soil exploration will be presented in two geotechnical reports, a preliminary report followed by a final report. The preliminary report will be geared as a feasibility report, that will look at the options and general costs associated with the storage tank foundation design and siting options, so that the City can select the preferred alternative(s) to proceed with Final design. The final report will be a report tailored to the selected design alternative(s). These reports will specifically address the following:

- Exploration, testing, and sampling methods.
- Subsurface soil conditions encountered, soil classification and laboratory soil test results.
- Depth to groundwater at the time of the exploration and estimated seasonal high groundwater table.
- Provide comprehensive evaluation of the loose/raveled soil layers at the two sites.
- Provide preliminary cost estimates for subsurface soil stabilization and deep foundation options, if necessary.
- Provide a recommendation for the most cost effective remediation method for the loose/raveled subsoil layers.
- Provide recommendations for the site preparation, bearing capacity and settlement of the storage tanks. Pump house buildings and other capacity upgrade structures.
- Provide design of pile foundations for the storage tanks and all upgrade structures if deep foundation is deemed necessary.
- Provide design recommendations about the best alternative among the three possible alternatives such as (a) construction of all WTP upgrades at the existing WTP site, (b) construction of WTP upgrade structures at

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both the existing WWTP site at the WTP site and (c) constructing all the capacity upgrade structures at the existing WWTP site.

FEE: \$33,980.00 (to be billed at cost)

WTP Site - \$22,760.00
WWTP Site - \$9,220.00
Meetings - \$2,000.00

Deliverables:

- Geotechnical Report with subsurface stabilization recommendations
- Preliminary Cost Estimates for stabilization

TASK 007 LAND SURVEYING

BESH shall mobilize a survey crew to the sites to locate all CPT and SPT boring locations related to the Geotechnical Investigation.

FEE: \$2,030.00

2-Man Crew - 10 hours
Survey Tech I - 8 hours
Principal (PSM) - 4 hours

TASK 999 REIMBURSABLES

BESH shall bill the City of Leesburg, at our cost, for reimbursable expenses such as copying, printing, laminating, etc. A copy of the invoice shall be attached to each invoice submitted.

FEE: \$2,500.00 (to be billed at cost)

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SUMMARY FEE SCHEDULE

TASK 001	\$ 2,750.00
TASK 002	\$ 13,500.00
TASK 003	\$ 15,250.00
TASK 004	\$ 5,350.00
TASK 005	\$ 1,970.00
TASK 006	\$ 33,980.00
TASK 007	\$ 2,030.00
TASK 999	\$ 2,500.00
TOTAL	\$ 76,830.00

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. Final Engineering Design
2. Permitting
3. Environmental Assessments
4. Advance of permit fees, impact fees, title search fees, recording or advertising fees
5. Reimbursables to be billed based upon direct expense incurred by Booth, Ern, Straughan & Hiott, Inc., blueprints, copies, mylars, reproductions, postage, mileage, etc.

Note: All final documents shall be provided to the City of Leesburg in electronic format at completion of the project.

EXHIBIT "B"

PROJECT: City of Leesburg, Plantation Water Treatment Plant, Phase I
DATE: January 28, 2013; revised February 22, 2013

HOURLY RATE SCHEDULE (2013)

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL ENGINEER	\$130.00/HOUR
PROJECT ENGINEER	\$110.00/HOUR
ENGINEER TECHNICIAN I	\$95.00/HOUR
ENGINEER TECHNICIAN II	\$75.00/HOUR
SENIOR PLANNER - AICP	\$110.00/HOUR
PLANNING TECHNICIAN	\$75.00/HOUR
CONSTRUCTION ENGINEER	\$85.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL SURVEYOR	\$85.00/HOUR
3 MAN FIELD CREW	\$100.00/HOUR
2 MAN FIELD CREW	\$85.00/HOUR
CREW UTILIZING GLOBAL POSITIONING SYSTEM	\$110.00/HOUR
SURVEY TECHNICIAN I	\$75.00/HOUR
SURVEY TECHNICIAN II	\$50.00/HOUR
SURVEY TECHNICIAN III	\$30.00/HOUR
TITLE RESEARCHER	\$85.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

SUPPLEMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

Items marked with an 'X' are applicable and a supplement to this Agreement.

- Guaranty of Faithful Performance and Payment.** A Public Construction Bond (Performance and Payment Bond), written by a Surety firm satisfactory to the City of Leesburg on the forms provided by the CITY which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that he will deliver a complete project under his Contract in strict accordance with the Contract Documents and that he will pay promptly all persons supplying him with labor or materials for the work.

The Public Construction Bond shall be for an amount not less than the Total Contract Price as agreed to by both parties and set forth in the Agreement. The cost of this bond shall be born by the PROFESSIONAL AND included in the price bid in the Bid Response.

This bond shall be substantially in the form provided herein and written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Lake County and meet the following requirements:

The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.

Bonding Limit - Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide. The completed Bond shall be executed in four (4) counterparts and delivered to the City of Leesburg with the required Power-of-Authority and executed contract.

- Illegal Alien Labor (E-Verify).** Contractor shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be included in contract price. Failure to meet this requirement may result in contract termination by the City.

- Grant Requirements.** PROFESSIONAL acknowledges that CITY is obtaining a significant portion of the funding for this project from various sources including grants from other governmental agencies. To the extent it is not inconsistent with the terms of this Agreement to do so, PROFESSIONAL will assist CITY upon request in assuring that all conditions and requirements of the various grants are fulfilled so that funding for the project is preserved.
- Access to Records by Others.** The project covered by this Agreement is funded in whole or part by a grant from the **Florida Department of Transportation**. As a requirement of grant funding PROFESSIONAL shall make records related to this project available for examination to any local, state or federal government agency, or department, during PROFESSIONAL'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

[End of the full Agreement]