TASK ORDER NUMBER 40 TO AGREEMENT FOR PROFESSIONAL SERVICES ON A CONTINUING BASIS

THIS AGREEMENT is made as of the __ day of _____ in the year 2008, 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 Boyle Engineering Corporation, whose address is 320 EAST SOUTH STREET, ORLANDO, FLORIDA 32801, (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 Task Order Number 40, (Exhibit A).

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Agreement, the CITY and the PROFESSIONAL do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.

2. The Parties agree to the scope of work and budget pursuant to the terms and conditions set forth in Exhibits "A & B."

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

"PROFESSIONAL"

By: A. Thomas Brown

A. Thomas Brown, PE

Its: District Vice President

Date: 11/19/08

"CITY"

By: _____

John Christian
Mayor

Attest: _____

Date: _____

EXHIBIT A

Task Authorization 40

CITY OF LEESBURG

Professional Services for
Final Design of the Lake Lucerne Water Quality Improvement Project

A. GENERAL

The City of Leesburg (CITY) has requested Boyle Engineering Corporation (PROFESSIONAL) to prepare final design plans for the Lake Lucerne Water Quality Improvement Project. This assignment will include final design of stormwater infrastructure (pipes, ditch bottom inlets), inclusion of nutrient removing baffle box, preparation of lake restoration and sediment removal plans and preparation of an ERP application for the SJRWMD, if required.

The following discussion presents the specific tasks that will be performed as part of this Task Authorization. Because of the nature of this work, certain assumptions have been made in preparing this Task Authorization. To the extent possible, these assumptions are stated herein and are reflected in the budget for services. If the work tasks differ from those formulated as a result of these assumptions, or if the CITY desires additional services, the resulting changes in scope and/or budget will serve as a basis for modifying this Task Authorizations, as agreed to by both the CITY and PROFESSIONAL.

B. OVERVIEW

In August 2007, PROFESSIONAL prepared a conceptual design for the Lake Lucerne Water Quality Improvement project (Project) and submitted applications to the SJRWMD for grant funding of this project. The SJRWMD approved Cooperative Funding for the Project in January 2008 and agreed to pay 50% of construction costs. The Leesburg City Commission approved the contract with SJRWMD in May 2008.

In February 2008, an application for grant funding of the Project was submitted to the Lake County Water Authority (LCWA). The LCWA approved funding for installation of the nutrient removing baffle box and associated infrastructure. The LCWA approved separate funding for restoration activities within Lake Lucerne in their 2009 budget. The Leesburg City Commission approved the contract with LCWA for installing the nutrient removing baffle box.

The SJRWMD and LCWA require that the CITY provide matching funds for this project. The CITY's committed cost share for the project will include the cost for preparing the final design, permitting, survey, construction oversight and quarterly progress reports submitted to the regulatory agencies.

C. 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.

PROFESSIONAL will provide the CITY with the following services:

TASK GROUP 1 – Project Management, Coordination and Meetings

1. PROFESSIONAL will provide general project control and team coordination, including communication with CITY staff.

2. PROFESSIONAL will conduct one Project kick-off meeting upon receipt of Notice to Proceed and up to two (2) additional meetings with City staff to discuss the progress of the Project.

TASK GROUP 2 – Final Design

PROFESSIONAL will prepare drawings and specifications for construction of the revised drainage system at the intersection of Carlton Court and 11th Street to tie into the existing outfall pipe to Lake Lucerne. Design, fabrication and installation of the nutrient removing baffle box will be provided by the manufacturer. A set of 60% construction plans showing the proposed drainage system will be provided to the CITY for review. Based on input from the CITY, the final design drawings and specifications will be prepared. The anticipated tasks associated with these final design services are described below.

1. PROFESSIONAL will prepare 4 general sheets consisting of Cover Sheet; Location Map – General Notes and Sheet Index; Standard Abbreviations; and Drafting Legend.

2. PROFESSIONAL will prepare 1 sheet of plan drawings for the stormwater Project at a scale of 1 inch = 40 feet and up to 2 detail sheets, assuming in-situ rehabilitation of the existing stormwater pipe under Carlton Court (slip-line or cured in-place lining). Engineer will use CITY's Standards where possible.

3. PROFESSIONAL will prepare 1 sheet of plan drawings for the lake restoration portion of the project at a scale of 1 inch = 40 feet and up to 1 detail sheet. Engineer will use CITY's Standards where possible.

4. PROFESSIONAL will perform an internal quality control review of the 60% construction plans prior to submittal to the CITY.

5. PROFESSIONAL will attend up to three meetings with the CITY, including:

    a. One on-site meeting with CITY and the manufacturer of the nutrient removing baffle box to review location and alignment of the baffle box.

b. One meeting with CITY to discuss 60% design plans.

c. One meeting with CITY to review Final Design.

6. PROFESSIONAL will prepare an opinion of probable construction cost for the project.

7. PROFESSIONAL will coordinate utility relocations with the CITY.

8. PROFESSIONAL will incorporated CITY comments in Final Plans.

TASK GROUP 3 – Surveying

1. Surveying shall be performed by a sub-consultant to the CITY. PROFESSIONAL will prepare a scope for the CITY to contract survey services.

TASK GROUP 4 – Limited Bid Phase Services

PROFESSIONAL will assist CITY in the bidding of the construction contract for the Water Quality Improvement Project. The anticipated tasks associated with these bidding services are described below.

1. PROFESSIONAL will attend one pre-bid meeting for the BMP construction project and one pre-bid meeting for the lake restoration portion of the project (total of 2 meetings)

TASK GROUP 5 – Permitting Services

The primary purpose of the proposed project is to improve water quality in the stormwater discharged to Lake Lucerne. The conceptual design indicates that there will not be an increase in the peak stormwater flow or stage. The stormwater outfall will be to the same body of water. Based on previous experience, the SJRWMD will not require permitting for the BMP construction project.

It is anticipated that the SJRWMD will require permitting for the lake restoration portion of the project. The anticipated tasks associated with permitting services are described below.

1. PROFESSIONAL will prepare and submit a Permit Determination letter to the SJRWMD for the BMP construction project.

2. PROFESSIONAL will schedule and attend one pre-application meeting with SJRWMD to discuss permitting requirements for the lake restoration portion of the project. PROFESSIONAL will schedule and attend a site meeting with the SJRWMD, if required.

3. PROFESSIONAL will prepare the ERP application and supporting documentation for the lake restoration portion of the project for the City to submit to the SJRWMD.

4. PROFESSIONAL will prepare and submit documentation to ACOE for use of a Nationwide Permit for maintenance.

5. PROFESSIONAL will respond to one RAI from the SJRWMD, if required.

TASK GROUP 6 – Limited Construction Phase Services and Management of Grant Funding Contracts

The SJRWMD requires quarterly update/status reports that will be prepared by Leesburg staff. The SJRWMD and LCWA currently require one final report to be submitted at the end of construction of the Project with the invoice for grant funding. The LCWA will also require one final report for the lake restoration portion of the project. PROFESSIONAL will support the CITY with limited construction phase services and management of the individual grant funding contracts. The anticipated tasks associated with contract management services are described below.

1. PROFESSIONAL will attend one pre-construction meeting for construction of the nutrient removing baffle box and one pre-construction meeting for the lake restoration portion of project (total of 2 meetings).

2. PROFESSIONAL will communicate with SJRWMD and LCWA on behalf of the CITY regarding construction commencement, construction activities and completion of project.

3. PROFESSIONAL will perform a maximum of six (6) site visits to observe and photograph construction activities to be included in the final reports to SJRWMD and LCWA. PROFESSIONAL will coordinate site visits with CITY to occur during significant construction activities (i.e., replacing drainage infrastructure at the intersection of Carlton Court and 11th Street, installing the second generation baffle box, and performing lake restoration activities).

4. PROFESSIONAL will review and prepare record drawings based on contractor's as-built drawings.

5. PROFESSIONAL will prepare two draft reports at the end of construction (one for installation of the nutrient removing baffle box and one for the lake restoration activities) to accompany CITY invoice submittals to the SJRWMD and LCWA for reimbursement of construction costs. PROFESSIONAL will incorporate CITY comments in a final reports to submit to the regulatory agencies.

D. SERVICES NOT INCLUDED

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

- Geotechnical exploration.
- Full-time construction engineering observation services.
- Water quality sampling and analysis.
- Permit application fees.
- Survey services.

E. DELIVERABLES

PROFESSIONAL will provide CITY with the following deliverables:

- Survey scope for Project, including lake restoration activities.
- Four (4) review copies of the construction plans (half-size format) and specifications at the 60% completion stage.
- Four (4) copies of final bid-ready construction plans and an opinion of probable construction cost.
- One (1) copy of the letter request for permit determination to SJRWMD.
- Three (3) review copies of the draft SJRWMD ERP application and supporting documentation.
- Seven (7) copies of the final ERP application and supporting documentation. CITY will sign and submit five sets to the SJRWMD with the applicable application fee.
- Two (2) sets of signed and sealed record drawings.
- One draft and one final comprehensive report documenting construction activities for the BMP project.
- One draft and one final comprehensive report documenting lake restoration activities.

F. INFORMATION AND SERVICES TO BE PROVIDED BY CITY

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

- Survey of the Project site in accordance with the survey scope prepared by PROFESSIONAL.
- Field locate City Utilities within the project area prior to commencement of surveying.
- Access to CITY's facilities and properties.
- Assist PROFESSIONAL in coordinating with regulatory agencies and/or other utilities for Project.
- Provide assistance and/or services for activities not defined herein but related to the Project.
- Review and approve submittals made by PROFESSIONAL to CITY as set for the herein in a timely manner. All comments shall be provided to PROFESSIONAL in written form by the CITY.
- Pay permit application fees required and obtain permits for the Project.
- Construction Phase services except as proposed herein to be provided by PROFESSIONAL.

G. PERIOD OF SERVICE

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

1. Letter of Request for Permit Determination for the BMP construction project – Prepared and submitted to SJRWMD within 1 week of receipt of notice to proceed (NTP) from the CITY.

2. Pre-application meeting with SJRWMD – Scheduled upon receipt of NTP from the CITY.

3. Survey scope prepared and submitted to CITY within 2 weeks of NTP.

4. Review Copies of 60% Construction Plans – Submitted to the CITY within 8 weeks of receipt of survey data.

5. ERP application – Within 2 weeks after receipt of CITY review comments on the 60% Construction Plans.

6. Final Construction Plans and an opinion of probable construction cost – Within 3 weeks after receipt of CITY review comments on the 60% Construction Plans.

7. Record Drawings – At the end of construction after receipt of CITY's contractor as-built drawings.

8. Draft and final comprehensive reports – Prepared at the completion of construction. We anticipate final design, permitting and construction of the Project to be completed within 12 months of NTP.

G. COMPENSATION

Compensation to PROFESSIONAL for services performed under this Task Order will be as shown in Exhibit B and will be in accordance with the lump sum method. The total amount authorized by this Task Order is $63,017.00 and is broken down by Phase Services as follows:

• Project Management	$ 7,870.00
• Final Design	$21,102.00
• Surveying	$ 3,572.00
• Limited Bid Phase Services	$ 1,702.00
• Permitting	$11,997.00
• Limited Construction Phase Services and Management of Grant Funding Contracts	$16,774.00

The level of effort and the resulting fees are presented in the attached Project Budget. PROFESSIONAL will invoice CITY 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 and 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 an engineer 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 also will require that the construction contractor provide workers' compensation and commercial general liability insurance, including completed 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 will provide a copy of the construction contract documents before they are executed in order that PROFESSIONAL may confirm that the above requirements have been met. CITY agrees to forward to PROFESSIONAL a complete copy of the fully executed construction contract documents. The documents copied to PROFESSIONAL will include, but not be limited to, the executed agreement, bonds, insurance certificates and endorsements.