

**TASK ORDER NUMBER 43 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.

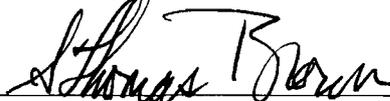
WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Amendment for Task Order Number 43, (Exhibit A).

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, PE
District Vice President

Date: 11/19/08

"CITY"

By: _____
John Christian
Mayor

Attest: _____

Date: _____

EXHIBIT A

Task Authorization 43

CITY OF LEESBURG

Professional Services for Final Design and Permitting the Enclosure of a Ditch System in Heritage Estates

A. GENERAL

The City of Leesburg (CITY) has requested Boyle Engineering Corporation (PROFESSIONAL) to prepare final design plans for enclosing a large upland-cut ditch system in Heritage Estates, including a water quality treatment device to remove trash and debris from the stormwater runoff. The project is expected to require permitting through the SJRWMD. The project extent is from approximately 350 feet southeast of the intersection of South East Street and East Magnolia Street to the ditch outfall under East Dixie Avenue (SR 44). The ditch to be enclosed is approximately 1,000 feet in length.

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. 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 management and team coordination, including communication with CITY staff.
2. PROFESSIONAL will conduct a kick-off meeting upon receipt of Notice to Proceed and up to one (1) additional meeting with City staff to discuss project progress.

TASK GROUP 2 – Surveying

1. It is PROFESSIONAL's understanding that the CITY will contract directly with a surveyor. PROFESSIONAL will prepare a scope for the CITY to contract survey services.
2. PROFESSIONAL will prepare a base map of the project site using survey data.

TASK GROUP 3 – Final Design

PROFESSIONAL will develop a hydrologic and hydraulic (H&H) model of the Heritage Estate ditch system based on the 25-yr 24-hr design storm event to determine the pipe size necessary for conveyance equivalent to the existing ditch. PROFESSIONAL will also run the H&H model using the 100-yr 24-hr storm event to evaluate the potential for upstream flooding. Additionally, PROFESSIONAL will review available BMP technology for trash removal from the drainage ditch and will meet with CITY to discuss and select the appropriate water quality treatment device for the enclosed ditch system.

Drawings and specifications for construction of the enclosed drainage system and water quality treatment system will be prepared. A set of 60% construction plans showing the enclosed 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 2 general sheets consisting of Cover Sheet; Location Map – General Notes, Sheet Index and Standard Abbreviations.
2. PROFESSIONAL will prepare 2 sheets of plan and profiles of the ditch enclosure drawings for the stormwater project at a scale of 1 inch = 40 feet, and up to 3 detail sheets to show ditch cross sections, tie-in to existing drainage pipes, treatment device details and erosion control plans. PROFESSIONAL will use CITY's design Standards where applicable.
3. PROFESSIONAL will perform an internal quality control review of the 60% construction plans prior to submittal to the CITY.
4. PROFESSIONAL will attend up to three meetings with the CITY, including:
 - a. One meeting with CITY to review and select appropriate water quality treatment for the ditch system.
 - b. One meeting with CITY to discuss 60% design plans.
 - c. One meeting with CITY to review Final Design.
5. PROFESSIONAL will prepare an Opinion of Probable Construction Cost for the project.

6. PROFESSIONAL will coordinate utility relocations with the CITY.
7. PROFESSIONAL will incorporate CITY comments in Final Plans.

TASK GROUP 4 – Limited Bid Phase Services

PROFESSIONAL will assist CITY in the bidding of the construction contract for the ditch enclosure project. The anticipated tasks are described below.

1. PROFESSIONAL will attend one pre-bid meeting for the ditch enclosure project.

TASK GROUP 5 – Permitting Services

PROFESSIONAL will evaluate the project site for on-site wetlands that would be impacted during construction. If wetlands are noted, final design will minimize impacts. It is anticipated that the SJRWMD will require permitting for this ditch enclosure project. The anticipated tasks associated with permitting services are described below.

1. PROFESSIONAL will schedule and attend one pre-application meeting with SJRWMD to discuss proposed project and permitting requirements for enclosing the ditch at Heritage Estates.
2. PROFESSIONAL will prepare the ERP application and supporting documentation for the CITY to submit to the SJRWMD.
3. PROFESSIONAL will respond to one RAI from the SJRWMD, if required.

TASK GROUP 6 – Limited Construction Phase Services

PROFESSIONAL will support the CITY with limited construction phase services. The anticipated tasks are described below.

1. PROFESSIONAL will attend one pre-construction meeting.
2. PROFESSIONAL will review and prepare record drawings based on contractor's as-built drawings.
3. PROFESSIONAL will conduct a final inspection and submit the ERP as-built certification to SJRWMD to convert the construction permit to operational phase.

C. 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.

D. DELIVERABLES

PROFESSIONAL will provide CITY with the following deliverables:

- Survey scope for Project.
- 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.
- 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.

E. 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 survey.
- 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.
- Bid Phase services except as proposed herein to be provided by PROFESSIONAL.
- Construction Phase services except as proposed herein to be provided by PROFESSIONAL.

F. 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. Pre-application meeting with SJRWMD – Scheduled upon receipt of NTP from the CITY.
2. Survey scope prepared and submitted to CITY within 2 weeks of NTP.
3. Review Copies of 60% Construction Plans – Submitted to the CITY within 5 weeks of receipt of survey data.
4. ERP application – Within 2 weeks after receipt of CITY review comments on the 60% Construction Plans.
5. Final Construction Plans and an opinion of probable construction cost – Within 3 weeks after receipt of CITY review comments on the 60% Construction Plans.
6. Record Drawings – At the end of construction after receipt of CITY's contractor as-built drawings.

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 \$40,840.00 and is broken down by Phase Services as follows:

- Project Management \$ 5,837.00
- Surveying \$ 3,006.00
- Final Design \$18,584.00
- Limited Bid Phase Services \$ 833.00
- Permitting \$ 8,323.00
- Limited Construction Phase Services and \$ 4,256.00

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 Probable 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.

EXHIBIT B: PROJECT BUDGET

**Final Design and Permitting to Enclose a Ditch
System within Heritage Estates**

City of Leesburg

Task Description	Personnel Hours							Budget				
	Principal	Senior II	Senior I	Assistant II	CADD/GIS Drafter	Clerical	Total Hours	Labor	Non-Labor	Subconsultant	Total Non-Labor	Total
Task Group 1 - Project Management												
1. Project Management and Coordination.	3	24				2	29	\$ 4,286	\$ 128		\$ 128	\$ 4,414
2. Attend up to two (2) meetings during design with City staff, including kick-off and progress meeting.	1	8					9	\$ 1,384	\$ 40		\$ 40	\$ 1,424
Subtotal	4	32	-	-	-	2	38	\$ 5,670	\$ 167	\$ -	\$ 167	\$ 5,837
Task Group 2 - Surveying												
1. Prepare Scope for Survey to be used by City to contract Survey Services.		6				2	8	\$ 1,022			\$ -	\$ 1,022
2. Professional will coordinate survey with City's subconsultant, review survey data and integrate into base drawings for design and plan production.		3		6	16		25	\$ 1,984			\$ -	\$ 1,984
Subtotal	-	9	-	6	16	2	33	\$ 3,006	\$ -	\$ -	\$ -	\$ 3,006
Task Group 3 - Final Design Phase												
1. Perform H&H model of ditch system based on 25-yr 24-hr storm to determine appropriate pipe size		8				8	16	\$ 1,672			\$ -	\$ 1,672
2. Prepare 2 General Sheets consisting of Cover Sheet; Location Map-General Notes, Sheet Index, and Standard Abbreviations.		4				10	15	\$ 1,269	\$ 66		\$ 66	\$ 1,335
3. Prepare Civil Drawings and Details including 2 sheets of plan drawings at a scale of 1 inch = 40 feet and up to 3 detail sheets. Engineer will use City's Standards where possible. Treatment Device plans to be provided by vendor and included in the Civil Drawings.		24		16	40		80	\$ 7,496	\$ 352		\$ 352	\$ 7,848
4. Quality Control Review.	2	6				1	9	\$ 1,355	\$ 40		\$ 40	\$ 1,395
5. Attend up to three (3) meetings with City staff, including 60% and Final Design plan review.		12				3	15	\$ 1,977	\$ 66		\$ 66	\$ 2,043
6. Prepare Opinion of Probable Construction Cost.	1	6		6		1	14	\$ 1,719	\$ 62		\$ 62	\$ 1,781
7. Coordinate Utility Relocations with City.		4			4		8	\$ 836	\$ 35		\$ 35	\$ 871
8. Incorporate City Comments into Final Design.		6			10	1	17	\$ 1,565	\$ 75		\$ 75	\$ 1,640
Subtotal	3	70	-	22	72	7	174	\$ 17,889	\$ 695	\$ -	\$ 695	\$ 18,584
Task Group 4 - Limited Bid Phase Services												
1. Engineer will attend one pre-bid meeting for BMP construction.		5				1	6	\$ 807	\$ 26		\$ 26	\$ 833
Subtotal	-	5	-	-	-	1	6	\$ 807	\$ 26	\$ -	\$ 26	\$ 833

EXHIBIT B: PROJECT BUDGET

Final Design and Permitting to Enclose a Ditch System within Heritage Estates

City of Leesburg

Task Description	Personnel Hours						Budget					
	Principal	Senior II	Senior I	Assistant II	CADD/GIS Drafter	Clerical	Total Hours	Labor	Non-Labor	SubConsultant	Total Non-Labor	Total
Task Group 5 - Permitting Phase												
1. Evaluate project for on-site wetlands and field flag wetlands as needed. Provide wetland information (if any) to surveyor.			8			1	9	\$ 987	\$ 40		\$ 40	\$ 1,027
2. Attend one Pre-Application Meeting with SJRWMD to discuss permitting requirements for project.		2	4	4		1	11	\$ 1,199	\$ 48		\$ 48	\$ 1,247
3. Prepare ERP Permit Application including ERP application forms, supporting documentation, and required maps for City to submit to SJRWMD.	1	4	20	5	10	2	42	\$ 4,306	\$ 185		\$ 185	\$ 4,491
4. Respond to one SJRWMD RAI.	1	2	6		4	1	14	\$ 1,497	\$ 62		\$ 62	\$ 1,559
Subtotal	2	8	38	9	14	5	76	\$ 7,989	\$ 334	\$ -	\$ 334	\$ 8,323
Task Group 6 - Limited Construction Phase Services and Grant Contract Management												
1. Engineer will attend one pre-construction meeting.		6	6				12	\$ 1,578	\$ 53		\$ 53	\$ 1,631
2. Review and prepare drainage record drawings based on contractor's as-built drawings.		6			10	2	18	\$ 1,632	\$ 79		\$ 79	\$ 1,711
3. Conduct final inspection and submit ERP as-built certification		4		2		2	8	\$ 914				\$ 914
Subtotal	-	16	6	2	10	4	38	\$ 4,124	\$ 132	\$ -	\$ 132	\$ 4,256
Total	9	140	44	39	112	21	365	\$ 39,485	\$ 1,355	\$ -	\$ 1,355	\$ 40,840

Amounts shown are fee.

Personnel Category	\$/HR
Principal	\$200.00
Senior II	\$148.00
Senior I	\$115.00
Assistant II	\$94.00
CADD/GIS Drafter	\$61.00
Clerical	\$67.00