

**TASK ORDER NUMBER 41 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 1600 W. MAIN STREET, LEESBURG, FLORIDA 34748 (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 41.

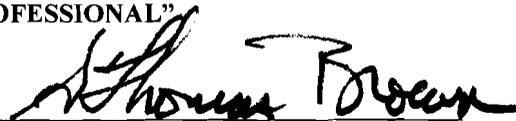
NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Agreement, the CITY and the PROFESSIONAL do hereby agree as set forth below:

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, P.E.
District Vice President

Date: _____

12/23/08

"CITY"

By: _____

Mayor/Commissioner

Attest: _____

Date: _____

EXHIBIT A
TASK AUTHORIZATION 41
SCOPE OF WORK
FOR
DESIGN OF CONVERSION OF A 20-INCH EFFLUENT TRANSMISSION
MAIN

A. General

The City of Leesburg (CITY) desires to convert approximately 8,085 feet of an existing 20-inch effluent transmission main into a reclaimed water distribution main, by the installation of a pressure sustaining valve facility a point downstream of previously identified potential bulk user customers for reclaimed water. The CITY has asked the PROFESSIONAL to design the pressure sustaining valve and vault, design certain pipeline improvements, prepare construction bid documents, prepare permit applications as may be required and provide limited construction phase services.

The pressure sustaining valve and vault will tentatively be located near the intersection of College Street and Vine Street in public rights-of-way, and on City property adjacent to the intersection.

The existing effluent transmission main runs from the Canal Street Wastewater Treatment Plant (WWTP) to the Turnpike North Spray Field on CR 470. The proposed location of the pressure sustaining valve is approximately 8,085 feet downstream of the Canal St WWTP.

Plans for the installation of the pressure sustaining valve, flow meter and the vaults housing the valve and flow meter will include general civil plans, yard and vault piping and structural plans. Additional plans will be prepared for a Cured-In-Place Pipe (CIPP) liner installation for existing 20-inch pipeline crossings of US 441 and US 27. The design of SCADA system improvements is not included in this scope of work.

The PROFESSIONAL will coordinate activities with survey and geotechnical services required for design after the CITY provides the PROFESSIONAL with Notice to Proceed. The PROFESSIONAL will begin design after receipt of survey and geotechnical reports.

The following text presents the specific tasks that will be performed as this Scope of Work. To the extent possible 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 preparing additional AMENDMENTS, as agreed to by both the CITY and PROFESSIONAL. The project budget is presented in Exhibit B.

B. Scope of Work

The PROFESSIONAL will perform the scope of work described in the following paragraphs. The work will be performed as a design project that will result in a construction project for the Pressure Sustaining Valve Installation.

TASK GROUP 1 – PROJECT MANAGEMENT

- 1.1 Project Management: Includes general project documentation and control, and team coordination, including communications with CITY staff. This task also includes one project kick-off meeting.

TASK GROUP 2 – PRELIMINARY DESIGN

- 2.1 Jurisdictional Determination: Prior to topographic surveying, PROFESSIONAL will perform a jurisdictional survey to delineate the boundaries of wet lands created by the adjacent drainage system and the pond by the high school. The wetlands will be delineated in the project area based on the *Wetland Delineation Manual* (USACOE 1987) and the *Delineation of the Landward Extent of Wetlands and Surface Waters* (Chapter 62-340, Florida Administrative Code). This survey will be used to support the request for a determination of "no permit required" by the St. Johns Water Management District (SJRWMD).
- 2.2 Base Survey: Includes coordination with the surveyor for site surveys at the vault site and local piping, and entry and exit sites for the CIPP installation. Rights-of-Way for Vine Street and US 441 will be field confirmed as part of this survey. PROFESSIONAL assumes the Surveyor will be responsible for coordinating an underground utility location service to flag buried utilities in advance of survey.
- 2.3 Identify Owner of Record: Owner of record is the CITY, as identified in the Official Records of Lake County (Alt Key 1233291). Easements are not expected to be required. CIPP installations are expected to be located in public rights-of-way or on CITY property.
- 2.4 Geotechnical Investigations: Includes coordination by the PROFESSIONAL with the Geotechnical Engineer for the geotechnical services.

TASK GROUP 3 – DESIGN PHASE SERVICES – PLANS AND SPECIFICATIONS

PROFESSIONAL will prepare and submit construction drawings, specifications, and an Engineer's Opinion of Probable Construction Cost at the 60% plan review phase, and for bidding and construction documents.

PROFESSIONAL anticipates preparing up to nine drawings for the Effluent Main Conversion. Work under this phase will including:

- 3.1 Up to four general drawings comprising the Cover Sheet; General Notes and Index; Drafting Legend; General Abbreviations.

- 3.2 One site plan sheet and one sectional detail sheet for the vault structure and equipment. This task includes structural design of the cast-in-place vaults. Two additional plan sheets will be prepared for CIPP installation locations.
- 3.3 Up to three standard or special detail sheets for vault, trenching and pipeline construction.
- 3.4 Prepare 60% complete plans for the Pressure Sustaining Valve Installation, to include General Sheets, site plans, structural section plan, and details. This 60% plan set will not include special details, fitting or valve identification. Special details, fitting and valve identification will be included in the final documents.
- 3.5 Prepare 60% complete technical specifications for the Pressure Sustaining Valve Installation, including an index of sections in Table of Contents format and technical specifications but excluding Project Bid Forms and Measurement and Payment.
- 3.6 Prepare Engineer's Opinion of Probable Construction Costs for 60% completion for the Pressure Sustaining Valve Installation.
- 3.7 Perform an in-house 60% Quality Control Review for the Pressure Sustaining Valve Installation and incorporate comments.
- 3.8 Attend a 60% Review Meeting with CITY staff to discuss CITY review comments for the Pressure Sustaining Valve Installation.
- 3.9 Incorporate CITY comments and assemble submit bid-ready drawings, specifications, and final Opinion of Probable Construction Cost to CITY for the Pressure Sustaining Valve Installation.

TASK GROUP 4 – Permitting

FDOT Utility Permits are not expected to be required. An information submittal will be required by the City of Leesburg DRC. Should FDOT or any other agency require a permit, or should additional permits be required in addition to those identified in this proposal, then preparation of these additional permits will be work beyond the scope of this proposal and the PROFESSIONAL will be entitled to additional compensation.

- 4.1 City of Leesburg DRC Site Plan Information Submittal: The City of Leesburg Development Review Committee (DRC) has requested an Information Submittal for this project in order to keep the DRC panel informed. PROFESSIONAL will prepare and submit to the DRC a limited Site Plan and structural section for the project. The PROFESSIONAL will deliver the limited Site Plan and structural section to the proper City office and attend one DRC meeting to address questions that arise. PROFESSIONAL will respond to up to one RAI and attend up to one additional DRC meeting.

TASK GROUP 5 – Bid Phase Services

It is assumed the CITY will be responsible for advertising the project, distributing the documents and administering the bid process. The professional will provide the following bid-phase services:

- 5.1 Prepare for and attend a pre-bid meeting.
- 5.2 Review up to one written request for additional information (RAIs) from the Bidders.
- 5.3 Prepare up to one addendum during the bidding.
- 5.4 Attend the bid openings.
- 5.5 Review contractor's bid submittals and assist the CITY in evaluating bids.
- 5.6 Prepare conformed plans and specifications for each project within 10-days following receipt of executed front-end documents from CITY Purchasing.

TASK GROUP 6 – Construction Phase Services

- 6.1 Preconstruction Meetings: Attend a preconstruction meeting for each construction contract with CITY staff and the Contractor and be prepared to answer design related questions the contractor may ask.
- 6.2 Shop Drawing Review: PROFESSIONAL will review shop drawings for conformance with the contract documents. PROFESSIONAL's fee is based on reviewing up to six shop drawings or submittals for the pressure sustaining valve, flow meter, vaults and CIPP.
- 6.3 Contractor Requests for Additional Information (RFI): PROFESSIONAL will respond to Contractor's RFIs. PROFESSIONAL's proposed fee is based on responding to up to one RFI.
- 6.4 Monthly Construction Meetings: PROFESSIONAL will attend monthly construction meetings for the project when requested by the CITY. PROFESSIONAL's fee is based on up to two meetings.
- 6.5 Installation Site Visits: PROFESSIONAL will visit the construction locations up to two times to observe construction progress and techniques.
- 6.6 Attend Pressure Sustaining Valve and Flow Meter Installation Start-up: PROFESSIONAL, along with CITY staff, will witness the installation start-up and prepare a Letter Report on the results of the installation start-up.
- 6.7 Substantial Completion: PROFESSIONAL will perform a substantial completion site visit and prepare a punch-list of items to be performed by the Contractor.
- 6.8 Final Completion: PROFESSIONAL will perform a final completion site visit to determine completion of the punch-list items. A punch list will be prepared detailing those items still needing to be completed and any additional items noted during the visit.
- 6.9 Record Drawings: PROFESSIONAL will prepare record drawings based on the mark-ups provided by the Contractors as required by City. PROFESSIONAL will provide the CITY two sets of the hard-copy record drawings and two electronic copies of the record drawings in

AutoCAD 2006 format, stored on a CD. The record drawings will be prepared solely on the “as-built” drawings submitted by the General Contractor to CITY for each construction contract.

C. ASSUMPTIONS

Certain assumptions have been made in preparing this Scope of Work. To the extent possible, they are stated above and herein.

- 1) Services will be provided in accordance with the Agreement as qualified herein.
- 2) Services will be provided from the PROFESSIONAL’s office in Leesburg, Florida, and from other offices of the PROFESSIONAL as required.

D. DELIVERABLES

PROFESSIONAL will provide to CITY the following deliverables:

- 1) Six review copies of the constructions drawings and specifications at the 60% completion stage.
- 2) Constructions drawings and specifications for Bidding. Drawings and specifications will be provided in an Adobe.pdf format on disk. City of Leesburg Construction Contract Documents will be provided in MSWord format.
- 3) Five copies of the Conformed Plans and Specifications for the construction contract. This includes one copy for the CITY and four (4) copies for the Contractor.
- 4) Two sets of hard copy Record Drawings and two sets of electronic Record Drawings files in AutoCAD 2006 format.

E. SERVICES PROVIDED BY THE CITY

This Task Authorization assumes that the CITY generally will assume all responsibilities as set forth in the Agreement and as stated in the preceding paragraphs. In addition, it has been assumed that the CITY will provide the PROFESSIONAL with the following information and services:

- Historical flow record of effluent transmission main necessary to properly size the pressure sustaining valve.
- Timely review of materials submitted by the PROFESSIONAL to the CITY for review.
- Submittal of all permit applications.
- Payment of all required permit application fees.
- Assistance with scheduling timely meetings with affected property owners, if required.
- Perform construction site observations.

- Perform Daily Construction Inspection.
- Review Contractor's Pay Requests.

F. SCHEDULE

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 60% plans and specifications for the Conversion of 20-inch Effluent Transmission Main will be submitted to the CITY within 30 days after receipt of the survey.
- The Conversion of 20-inch Effluent Transmission Main Final Contract Documents, which includes plans and specifications, will be submitted to CITY for use in Bidding Phase within 30 days after the 60% submittal review meeting.
- The conformed plans and specifications will be submitted to CITY within 10 days following receipt of executed front-end documents from the CITY for each construction contract.
- The record drawings will be submitted to CITY within 30 days after final as-built drawings are received from the Contractor.

PROFESSIONAL will observe the time limitations contained herein. PROFESSIONAL shall not be responsible for delays, which occur as the result of action or inaction of others, such as delays in receiving information from others and in obtaining review comments from the CITY.

G. EXCLUSIONS

Services not included in this scope of work but may be required will be provided by the CITY or authorized as an amendment. Specific services excluded from this Task Order:

- Architectural, or environmental/contamination assessment and remediation services.

H. COMPENSATION

Compensation for this Scope of Work will be on a lump sum basis, in the amount of \$33,064 as shown in Exhibit B. The PROFESSIONAL will invoice the CITY on a monthly basis based upon PROFESSIONAL's percent complete, as determined by PROFESSIONAL at the time of billing.

J. ADDITIONAL 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.

Project Budget

Conversion of 20-inch Effluent Transmission Main

Exhibit B

City of Leesburg

Task Description	Personnel Hours						Budget				
	Principal Engineer	Senior Engineer II	Assist. Engineer II	Sr CADD Operator	Clerical	Total Hours	Labor	Other Direct Costs	Subconsultants	Total Non-Labor	Total
							\$	\$	\$	\$	\$
Task Group 1 - Project Management											
1.1 Project Management	2	16				18	2,738	190		190	2,928
Subtotal	2	16	-	-	-	18	2,738	190	-	190	2,928
Task Group 2 - Preliminary Design											
2.1 Jurisdictional Determination		4				4	592	71		71	663
2.2 Base Survey Coordination		2		2		4	444	17		17	461
2.2.1 Subsurface Utilities Designation Coordination		2				2	296	9		9	305
2.3 Identify Owners of Record		-				-	-	-		-	-
2.4 Geotechnical Investigations and Coordination		2		1		3	370	13		13	383
Subtotal	-	10	-	3	-	13	1,702	111	-	111	1,813
Task Group 3 - Design Phase Services											
3.1 General Drawings (4 Sheets)				16		16	1,184	70		70	1,254
3.2 Site Plan and Sectional Detail (2 Sheets)	1	1	8	24		34	2,749	148		148	2,897
3.2.1 Structural Design		4		12		16	1,480	70		70	1,550
3.2.2 CIPP Locations (2 Sheets)		2		16		18	1,480	78		78	1,558
3.3 Standard Details (3 sheets)				12		12	888	52		52	940
3.4 60% Plans		1		4		5	444	22		22	466
3.5 60% Specifications	2	12	24	24		62	5,506	270		270	5,776
3.6 Prepare Engineer's Opinion of Probable Construction Cost		2	8			10	936	44		44	980
3.7 In-house QC Review	4				2	6	860	26		26	886
3.8 Attend 60% Review Meeting with City	1					2	333	110		110	443
3.9 Prepare Bid-ready Plans and Specifications		2	4	8	8	22	1,688	180		180	1,868
Subtotal	8	25	44	92	34	203	17,548	1,070	-	1,070	18,618
Task Group 4 - Permitting											
4.1 City of Leesburg DRC Site Plan Review		4				12	1,184	58		58	1,242
Subtotal	-	4	-	8	-	12	1,184	58	-	58	1,242

Project Budget

Conversion of 20-inch Effluent Transmission Main

Exhibit B

City of Leesburg

Task Description	Personnel Hours						Budget				Total
	Principal Engineer	Senior Engineer II	Assist. Engineer II	Sr CADD Operator	Clerical	Total Hours	Labor	Other Direct Costs	Subconsultants	Total Non-Labor	
Task Group 5 - Bid Phase Services											
5.1 Pre-Bid Meeting (1)		2				2	\$ 296	\$ 9		\$ 9	\$ 305
5.2 Bidders RAs (1 set)		1	2	4		7	\$ 604	\$ 31		\$ 31	\$ 635
5.3 Prepare Addendum (1)		1		4		5	\$ 444	\$ 22		\$ 22	\$ 466
5.4 Bid Opening		1				1	\$ 148	\$ 4		\$ 4	\$ 152
5.5 Review and Evaluate Bids		4				4	\$ 592	\$ 17		\$ 17	\$ 609
Conformed Plans and Specifications			2	4	4	10	\$ 696	\$ 44		\$ 44	\$ 740
						-	\$ -	\$ -		\$ -	\$ -
Subtotal		9	4	12	4	29	\$ 2,780	\$ 126	\$ -	\$ 126	\$ 2,906
Task Group 6 - Construction Phase Services											
6.1 Preconstruction Meeting (1)		2			1	3	\$ 356	\$ 16		\$ 16	\$ 372
6.2 Shop Drawing Review (6)		3	6		2	11	\$ 1,044	\$ 48		\$ 48	\$ 1,092
6.3 Request for Additional Information (1)		1	1			2	\$ 228	\$ 12		\$ 12	\$ 240
6.4 Monthly Construction Meetings (2)		4			2	6	\$ 712	\$ 26		\$ 26	\$ 738
6.5 Installation Site Visits		4	4			8	\$ 912	\$ 35		\$ 35	\$ 947
6.5 Valve Start-up			4			4	\$ 320	\$ 17		\$ 17	\$ 337
6.6 Substantial Completion Site Visit			4			4	\$ 320	\$ 17		\$ 17	\$ 337
6.7 Final Completin Site Visit			4			4	\$ 320	\$ 17		\$ 17	\$ 337
6.8 As-built Drawings	1	2		8		11	\$ 1,073	\$ 82		\$ 82	\$ 1,155
						-	\$ -	\$ -		\$ -	\$ -
Subtotal	1	16	23	8	5	53	\$ 5,285	\$ 271	\$ -	\$ 271	\$ 5,556
Total	11	80	71	123	43	328	\$ 31,237	\$ 1,827	\$ -	\$ 1,827	\$ 33,064

Amounts shown are fee.

Personnel Category	\$/HR
Principal Engineer	\$185.00
Senior Engineer II	\$148.00
Assist. Engineer II	\$80.00
Sr CADD Operator	\$74.00
Clerical	\$60.00