TASK ORDER NUMBER 25 – AMENDMENT ONE
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, on June 1, 2007, the CITY and the PROFESSIONAL previously entered into Task Order 25 to Agreement for Professional Services (hereinafter referred to as the "Prior Agreement"), a copy of which is attached hereto as Exhibit "C" and by reference made a part hereof, and

WHEREAS, the CITY requires PROFESSIONAL to perform additional services not included in the Prior Agreement.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Amendment for Amendment No. One to Task Order Number 25, (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 "AB, and C."

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: 6/9/08

"CITY"

By:_____
Raymond Sharp
Director of Environmental Services Dept./Public Works

Attest:_____

Date:_____

EXHIBIT A

Task Authorization 25 – Amendment One

CITY OF LEESBURG

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

A. GENERAL

The City of Leesburg (CITY) signed Task Order 25 on June 1, 2007 for Boyle Engineering Corporation (PROFESSIONAL) to prepare final design plans for the Lake Harris Water Quality Improvement Project at Venetian Gardens. This assignment included final design of stormwater infrastructure including; pipes, manholes, baffle box, a new outfall to the Venetian Gardens Canals; preparation of specifications and bid packages; and preparation of permit applications for the FDOT and SJRWMD, if required.

The original design of this water quality improvement project required construction within Dixie Avenue, a FDOT road. Several meetings were held with the FDOT to discuss permitting the project, and their concerns over lane closures and maintenance of traffic during construction. The FDOT proposed an alternative to accessing the stormwater flowing in pipes under Dixie Avenue that would eliminate construction within the roadway. The City of Leesburg is acceptable to the revised plan. The final construction plans require revisions to reflect the proposed changes to construction.

The following discussion presents the specific tasks that will be performed as part of this Amended Task Authorization. Additionally, the specific tasks from the original Task Authorization that are no longer required and the change in fee are presented. 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.

B. OVERVIEW

Original design of this water quality improvement project involved re-routing stormwater through pipes located under the median of W. Dixie Avenue (SR44). Installation of a new manhole and conflict box within the median of the road was required. Jack & bore under the road for a new outfall pipe was also required. Meetings were held with the FDOT and additional services were requested by FDOT to permit the project, including additional drainage calculations and analysis of lane closures during construction. FDOT proposed that the City tie into their drainage pipe along the south side of the road to eliminate the need for construction in the road. This proposed change to construction requires a revision in the 100% construction plans and an upgrade in size of the second-generation baffle box.

C. SCOPE OF WORK

The specific task to be performed is described below. The anticipated level of effort to perform this task is presented in the attached Project Budget. Additionally, those services that will not be performed from the original Task Authorization are described below.

PROFESSIONAL will provide the CITY with the following services:

TASK GROUP 6 – Final Design Revision and Permitting

PROFESSIONAL will revise drawings and specifications for construction of the proposed drainage system along the south side of West Dixie Avenue (SR 44) near Lake Shore Drive. Design, construction and installation of the upgraded second-generation baffle box will be provided by the manufacturer. The revised design drawings and specifications will be presented to the City for comment. City comments will be incorporated and final design plans will be submitted to the FDOT for permitting. The anticipated tasks associated with revising the final design plans are described below.

1. PROFESSIONAL will revise the original ICPR model to include the additional treatment area and evaluate the increased volume and peak flow rate of stormwater to the treatment system. It is anticipated that the City will need to upgrade the size of the original 6' x 12' second generation baffle box to 8' x 14' to handle increased flow.

2. PROFESSIONAL will revise the pollutant load model and the predicted reduction in pollutant load to Lake Harris from the upgraded second generation baffle box.

3. PROFESSIONAL will revise the plan drawings to reflect revisions in construction for the project and up to 2 detail sheets. Engineer will use CITY's Standards where possible.

4. PROFESSIONAL will prepare an opinion of probable construction cost for the revised construction and upgraded baffle box.

5. PROFESSIONAL will attend up to two meetings with the CITY to discuss revisions to the plans and incorporate City comments in the final design plans.

6. PROFESSIONAL will coordinate permitting with the FDOT, attend up to three meetings at the FDOT maintenance office in Leesburg and prepare meeting minutes.

7. PROFESSIONAL will incorporate FDOT comments in the final design plans.

8. PROFESSIONAL will prepare and submit drainage calculations to FDOT to calculate peak stages in stormwater pipes near Dixie Avenue in the area of proposed construction to evaluate the potential for flooding in the road.

9. PROFESSIONAL will prepare FDOT Traffic Control Plan, including Lane Closure Worksheets

The following services will be DELETED from the Original Task Authorization 25:

Task Group 3.3. PROFESSIONAL will respond to a maximum of 10 questions during bidding.

Task Group 3.4. PROFESSIONAL will prepare one Addendum for the project and will provide one reproducible copy to the CITY.

Task Group 3.5. PROFESSIONAL will attend one bid opening.

Task Group 3.6. PROFESSIONAL will review the bids and provide a recommendation to the CITY for award of the construction contract.

Task Group 4.2. PROFESSIONAL will schedule and attend one pre-application meeting with SJRWMD to discuss permitting requirements for this project.

Task Group 4.3. PROFESSIONAL will perform ICPR model to analysis pre/post conditions.

Task Group 4.4. PROFESSIONAL will prepare and submit a SJRWMD ERP application and supporting documentation, if required.

Task Group 4.5. PROFESSIONAL will respond to one RAI from the SJRWMD, if required.

D. SERVICES NOT INCLUDED

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

- Additional surveying
- Geotechnical exploration.
- Full-time construction engineering inspection services.
- Water quality sampling and analysis.

E. DELIVERABLES

PROFESSIONAL will provide CITY with the following deliverables:

- Four (4) final copies of the revised 100% construction plans and specifications.
- An opinion of probable construction cost.
- Minutes for FDOT meetings.
- One (1) set of signed and sealed record drawings.

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:

- Access to CITY's facilities and properties.
- 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.

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. Final construction plans and specifications – Within one week after receipt of CITY comments on the plans.

2. Submit to FDOT – Within one week after receipt of CITY comments on construction plans.

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 net amount of additional compensation for this Amendment No. One to Task Order 25 is $9,524.00.

For reference, the total amount of compensation due to the PROFESSIONAL for this project is shown below:

Authorized Amount Task Order 25		$63,621.00
Gross Amount of Amendment No. 1 to Task Order 25	$25,909.00	
Credit for Task Order 25 Tasks not performed	($16,385.00)	
Net Amount Amendment No. 1 to Task Order 25	$ 9,524.00	$ 9,524.00
Revised Total Project Amount		$73,145.00

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

All exclusions and additional provisions agreed to in the original Agreement are to remain in full effect during the implementation of the project. 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 for services.

- If the work tasks required are different from the assumptions presented herein or if the CITY desires additional services, the resultant change in scope may serve as a basis for modifying this Authorization as agreed to by both CITY and PROFESSIONAL.
- PROFESSIONAL is not responsible for the means, methods, sequences, techniques or procedures of CITY and/or Contractor operations or for safety precautions and programs.
- The services described herein will be provided in accordance with the current generally accepted standards of the engineering profession.
- Any Opinion of the Construction Cost prepared by PROFESSIONAL represents its judgment as a design professional and is supplied for the general guidance of CITY. Since PROFESSIONAL has no control over the cost of labor and material, or over competitive bidding or market conditions, PROFESSIONAL does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to CITY.
- Documents, including reports, drawings, and specifications, and electronic information/data, including computer aided drafting and design ("CADD"), prepared by PROFESSIONAL pursuant to this agreement are not intended or represented to be suitable for reuse by 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 PROFESSIONAL will be at CITY's sole risk and without liability to PROFESSIONAL. CITY assumes full responsibility for such changes unless CITY has given PROFESSIONAL prior notice and has received from PROFESSIONAL written consent for such changes. Electronic data delivered to CITY is for CITY's convenience and shall not include the professional stamp or signature of an engineer or architect. CITY agrees that 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 to inappropriate storage conditions or duration.
- Consistent with the professional standard of care and unless specifically provided herein, PROFESSIONAL shall be entitled to rely upon the accuracy of historical and existing data and information provided by CITY or others without independent review or evaluation.

Project Budget - Exhibit B

Lake Harris Water Quality Improvement Project
(Revised June 2008)

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 6 - Revised Final Design Phase												
1. Revise ICPR model to include additional area and evaluate peak volume and flow rates	1	6	4			1	12	$ 1,615	$ 52		$ 52	$ 1,667
2. Revise pollutant load model and predicted reductions from treatment		6	4	4		2	16	$ 1,858	$ 70		$ 70	$ 1,928
3. Revise Plan Drawings to reflect revisions in construction		8	2		16	1	27	$ 2,457			$ -	$ 2,457
4. Prepare Opinion of Probable Construction Cost for the revised construction plans, including upgraded baffle box	1	6					7	$ 1,088	$ 31		$ 31	$ 1,119
5. Meet with City to discuss revised plans and incorporate City comments	1	10			6	2	19	$ 2,180	$ 83		$ 83	$ 2,263
6. Coordinate Permitting with FDOT and attend up to 3 meetings	2	32	16		6	2	58	$ 7,476	$ 253		$ 253	$ 7,729
7. Incorporate FDOT comments in final design plans		16					16	$ 2,368	$ 70		$ 70	$ 2,438
8. Prepare and submit drainge calculations to FDOT to evaluate potential flooding of Dixie Avenue	1	16	4		6	2	29	$ 3,528	$ 126		$ 126	$ 3,654
9. Prepare draft FDOT Traffic Control Plan, including Lane Closure analysis		10	4		10		24	$ 2,550	$ 105		$ 105	$ 2,655
Subtotal	6	110	34	4	44	10	208	$ 25,120	$ 789	$ -	$ 789	$ 25,909
Credit for TO 25 Tasks not performed							155	$ 16,260	$ 125		$ 125	$ 16,385
Total	6	110	34	4	44	10	53	8,860	664	$ -	664	9,524

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