

**Lee County Board Of County Commissioners**  
**Agenda Item Summary**

**Blue Sheet No. 20050099**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Award Professional Services Agreement for CN-04-15 DEL PRADO EXTENSION CORRIDOR STUDY US 41 to SR 31, to Inwood Consulting Engineers, for a Lump Sum contract amount of \$469,429.36. This project has a completion time of 18 months from contract date.

**WHY ACTION IS NECESSARY:** Board approval required.

**WHAT ACTION ACCOMPLISHES:** The Consultants will provide professional services for the project known as Del Prado Extension Corridor Study US 41 to SR 31 to evaluate the traffic needs and demand for a roadway corridor extending from US 41 and Del Prado Boulevard as the western terminus to East of I-75 as the eastern terminus to include the interchange with I-75 as identified in the Master plan adopted by FHWA and FDOT.

**2. DEPARTMENTAL CATEGORY:**

**09 - Transportation**

**COMMISSION DISTRICT #:**

*C9C*

**3. MEETING DATE:**

*02-08-2005*

**4. AGENDA:**

☒ **CONSENT**  
☐ **ADMINISTRATIVE**  
☐ **APPEALS**  
☐ **PUBLIC**  
☐ **WALK ON**  
**TIME REQUIRED:**

**5. REQUIREMENT/PURPOSE:**  
*(Specify)*

☐ **STATUTE**  
☐ **ORDINANCE**  
☒ **ADMIN. CODE** *AC-4-4*  
☐ **OTHER**

**6. REQUESTOR OF INFORMATION:**

**A. COMMISSIONER**  
**B. DEPARTMENT** *Transportation*  
**C. DIVISION**  
**BY:** *Scott Gilbertson, Director*

**7. BACKGROUND:**

On October 12, 2004, the Board of County Commissioners approved the ranking of Consultants and authorized negotiations to commence with the number one ranked firm. The ranking was as follows: (1) Inwood Consulting Engineers, (2) WilsonMiller, Inc., (3) E.C. Driver & Associates.

Contract negotiations were successful with the number one ranked firm, Inwood Consulting Engineers, and requires Board approval of the final agreement.

Funds are available in account string: 20503218805.506540

Attachment: Two (2) original PSA's for execution

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>[Signature]</i> <i>1-26-05</i>	<i>[Signature]</i> <i>1/24</i>	N/A	<i>[Signature]</i> <i>1/26/05</i>	<i>[Signature]</i> <i>1/27/05</i>	OA	OM	Risk	GC	<i>[Signature]</i> <i>1-26-05</i>
					<i>[Signature]</i> <i>1/27/05</i>	<i>[Signature]</i> <i>1/27/05</i>	<i>[Signature]</i> <i>1/27/05</i>	<i>[Signature]</i> <i>1/27/05</i>	

**10. COMMISSION ACTION:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
**APPROVED**  
**DENIED**  
**DEFERRED**  
**OTHER**

Rec. by CoAtty
Date: <i>2/2/05</i>
Time: <i>9:00</i>
Forwarded To: <i>[Signature]</i>

RECEIVED BY
COUNTY ADMIN: <i>[Signature]</i>
<i>1/27/05</i>
<i>4:10 am</i>
COUNTY ADMIN
FORWARDED TO: <i>[Signature]</i>
<i>1/27/05</i>
<i>4:10 pm</i>

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and Inwood Consulting Engineers, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the professional design services of said CONSULTANT to provide and perform professional services as further described hereinafter concerning the Project to be referred to and identified as:  
CN-04-15 DEL PRADO EXTENSION CORRIDOR STUDY, and

WHEREAS, the CONSULTANT hereby certifies that CONSULTANT has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the professional services to be provided and performed by the CONSULTANT pursuant to this Agreement; and

WHEREAS, the CONSULTANT has reviewed the professional services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth; and

WHEREAS, the selection and engagement of the CONSULTANT has been made by the COUNTY in accordance with the provisions of the Consultants' Competitive Negotiation Act, Chapter 287.055, Florida Statutes, and in accordance with the provisions of the Lee County Contract Manual for Professional Services as approved and put into effect by the Lee County Board of County Commissioners, September 25, 2001, and as subsequently revised.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a Contract shall exist between both parties consisting of:

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

CONSULTANT hereby agrees to provide and perform the professional services required and necessary to complete the services and work as set forth EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", which EXHIBIT "A" is attached hereto and made a part of this Agreement.

ARTICLE 2.00 - DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

## 2.01      COUNTY

The term COUNTY shall refer to the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on the COUNTY'S behalf relative to this Agreement.

## 2.02      CONSULTANT

The term CONSULTANT shall refer to the individual or firm offering professional services which by execution of this Agreement shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or work of sub-consultants and subcontractors, required under the covenants, terms and provisions contained in this Agreement and any and all Change Orders thereto.

## 2.03      PROFESSIONAL SERVICES

The term PROFESSIONAL SERVICES shall refer to all of the services, work, materials and all related professional, technical and administrative activities which are necessary to be provided and performed by the CONSULTANT and its employees and any and all sub-consultants and subcontractors the CONSULTANT may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Agreement.

## 2.04      SUB-CONSULTANT

The term SUB-CONSULTANT shall refer to any individual or firm offering professional services which is engaged by the CONSULTANT to assist the CONSULTANT in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide and perform under this Agreement. The COUNTY shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the CONSULTANT and any SUB-CONSULTANT.

## 2.05      SUBCONTRACTOR

The term SUBCONTRACTOR shall refer to any individual, company or firm providing other than professional services which is engaged by the CONSULTANT to assist the CONSULTANT in providing and performing services, work and materials for which the CONSULTANT is contractually obligated, responsible, and liable to provide and perform under this Agreement. The COUNTY shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the CONSULTANT and any SUBCONTRACTOR.

## 2.06      PROJECT

The term PROJECT shall refer to such facility, system, program or item as described in the summary statement set forth in the Preamble on Page One of this Agreement.

## 2.07      BASIC SERVICES

The term BASIC SERVICES shall refer to the professional services set forth and required pursuant to this Agreement and as described in further detail in the attached EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", which EXHIBIT "A" is attached hereto and made a part of this Agreement.

Date: 09/25/01

## 2.08      ADDITIONAL SERVICES

The term ADDITIONAL SERVICES shall refer to such professional services as the COUNTY may request and authorize, in writing, the CONSULTANT to provide and perform relative to this Agreement, which are not included in the BASIC SERVICES. Additional services shall be authorized by the execution of both parties to this Agreement by a Change Order Agreement.

## 2.09      CHANGE ORDER

The term CHANGE ORDER shall refer to a written document, CHANGE ORDER AGREEMENT, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon Scope of Professional Services and Tasks, Compensation and Method of Payment, Time and Schedule of Performance, or Project Guidelines and Criteria as such were set forth and agreed to in the initial AGREEMENT, SUPPLEMENTAL TASK AUTHORIZATION(S), or previous CHANGE ORDERS issued thereto. The CHANGE ORDER document, which shall be executed on a Lee County standard form, shall set forth the authorized changes to the: scope of professional services, tasks, work or materials to be performed or provided by the CONSULTANT; the compensation and method of payment; the schedule or time period for performance and completion, and the guidelines, criteria and requirements pertaining thereto.

The amount of the change in contract compensation and time set forth in any and all Change Orders executed and issued under this Agreement shall be understood and agreed by both Parties to this Agreement to be fair, equitable, adequate and complete. The changed compensation shall be understood and agreed to be the total of all costs associated with or impacted by the Change Order including, but not limited to any and all direct costs, indirect costs and associated costs which may result from or be caused by the Change Order, and shall be understood and agreed to include a fair, equitable and adequate adjustment to cover the CONSULTANT'S general administrative and overhead costs and profit.

In the event the County decides to delete all, or portions, of the Scope of Services, Task(s), or Requirements set forth in the initial Agreement, Supplemental Task Authorizations or previously authorized Change Orders, the COUNTY may do so by the unilateral issuance of a written Change Order to the CONSULTANT. Such a unilaterally issued Change Order shall set forth, if appropriate, (1) an agreement by both the COUNTY and the CONSULTANT establishing changes in the amount of compensation to be paid the CONSULTANT as a result of the deletion or decrease in services required, or (2) in the absence of such an agreement concerning compensation, the unilaterally issued Change Order shall set forth the basis to be used in subsequently considering, and reaching agreement on change(s) in the compensation to be paid the CONSULTANT. The failure on the part of the CONSULTANT to execute a Change Order issued unilaterally by the COUNTY to effect a deletion or decrease in the services required shall have no effect on, or otherwise prevent the COUNTY from exercising its rights to direct the stated deletion or decrease in the services to be provided or performed by the CONSULTANT.

## 2.11      SUPPLEMENTAL TASK AUTHORIZATION

The term Supplemental Task Authorization as used refers to a written document executed by both parties to an existing Professional Services Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

## 2.12      DEPARTMENT DIRECTOR

The term DEPARTMENT DIRECTOR shall refer to the Director of the Department requesting the service, employed by the Lee County Board of County Commissioners to serve and act on the COUNTY'S behalf, as it relates to this Project. The Chairman of the Board of County Commissioners, or his designated representative, shall act on behalf of the COUNTY to execute any and all CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S) approved by the COUNTY and issued to the CONSULTANT pursuant to this Agreement. The DEPARTMENT DIRECTOR, within the authority conferred by the Board of County Commissioners, acting as the COUNTY'S designated representative shall issue written notification to the CONSULTANT of any and all changes approved by the COUNTY in the CONSULTANT'S: (1) compensation (2) time and/or schedule of service delivery; (3) scope of services; or other change(s) relative to BASIC SERVICES and ADDITIONAL SERVICES pursuant to this Agreement, or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S) pertaining thereto. The DEPARTMENT DIRECTOR shall be responsible for acting on the COUNTY'S behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement, CHANGE ORDER(S), or SUPPLEMENTAL TASK AUTHORIZATION(S) issued thereunder.

## 2.13      PROJECT MANAGER

The term PROJECT MANAGER shall refer to the person employed or retained by the COUNTY and designated, in writing, to serve and act on the COUNTY'S behalf to provide direct contact and communication between the COUNTY and CONSULTANT with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the CONSULTANT pursuant to this Agreement and such written SUPPLEMENTAL TASK AUTHORIZATION(S) and CHANGE ORDER(S) as are authorized. The PROJECT MANAGER is not authorized to, and shall not, issue any verbal, or written, request or instruction to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Scope of Services to be provided and performed by the CONSULTANT; (2) The time the CONSULTANT is obligated to commence and complete all such services; (3) The amount of compensation the COUNTY is obligated or committed to pay the CONSULTANT. The PROJECT MANAGER shall review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed, and reimbursable costs and expense, as provided for in this Agreement and approved CHANGE ORDER(S), or SUPPLEMENTAL TASK AUTHORIZATION(S) thereto.

## 2.14      LUMP SUM FEE(S)

Lump Sum Fee(s), hereinafter identified as L.S., are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant as may be required and/or necessary to complete each and every task set forth in the Scope of Professional Services, Exhibit "A", or as may be set in subsequent Supplemental Task Authorizations, and/or Change Orders agreed to in writing by both parties to this Agreement.

2.15      NOT-TO-EXCEED FEE(S)

When all, or any portion, of the CONSULTANT'S compensation to provide and perform the services and work necessary and required pursuant to the Tasks set forth in Agreement Exhibit "A", and any Change Orders, Supplemental Task Authorizations, and Work Orders authorized thereto, is established to be made on a NOT-TO-EXCEED (N.T.E.) amount basis, it is mutually understood and agreed that such compensation for each completed Task shall be made on the following basis:

For the actual hours necessary, required and expended by the CONSULTANT'S professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Attachment No. 1 to Exhibit "B" to the above referenced Agreement and any Change Orders or Supplemental Task Authorizations authorized thereto; and

For the actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to Exhibit "B" to the above referenced Agreement and any Change Orders or Supplemental Task Authorizations authorized thereto; and

For the actual, necessary and required hours, and non-personnel expenses and costs, expended by Sub-Consultants and SubContractors engaged by the CONSULTANT, multiplied by such hourly rates and unit costs as are agreed to by the COUNTY and the CONSULTANT and as are set forth as a part of the above referenced Agreement and any Change Orders or Supplemental Task Authorizations authorized thereto; and

with the understanding and agreement that the COUNTY shall pay the CONSULTANT for all such costs and expenses within the established Not-to-Exceed amount for each Task or Sub-Task subject to the CONSULTANT presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the COUNTY covering all such costs and expenses; and

with the understanding and agreement that the CONSULTANT'S invoices and all payments to be made for all Not-to-Exceed amounts shall be subject to the review, acceptance and approval of the COUNTY; and with the understanding and agreement that when the CONSULTANT'S compensation is established on a Not-to-Exceed basis for a specific Task(s) or Sub-Task(s) the total amount of compensation to be paid the CONSULTANT to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub-Consultant and SubContractor costs for any such specific Task(s) or Sub-Task(s) shall not exceed the amount of the total Not-to-Exceed compensation established and agreed to for each specific Task(s) or Sub-Task(s). In the event the amount of compensation for any Task(s) or Sub-Task(s) to which the CONSULTANT is entitled on the Not-to-Exceed basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the Not-to-Exceed amount established for the specific Task or Sub-Task, it is understood and agreed that any unexpended amount under a specific Task or Sub-Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task(s) or Sub-Task(s).

## ARTICLE 3.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the CONSULTANT with respect to all the BASIC SERVICES and ADDITIONAL SERVICES authorized pursuant to this Agreement shall include, but not be limited to, the following:

### 3.01 LICENSES

The CONSULTANT agrees to obtain and maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to this Agreement.

### 3.02 PERSONNEL

#### (1) QUALIFIED PERSONNEL

The CONSULTANT agrees when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all BASIC SERVICES and ADDITIONAL SERVICES to be provided pursuant to this Agreement.

#### (2) CONSULTANT'S PROJECT DIRECTOR

The CONSULTANT agrees to employ and designate, in writing, a qualified and, if required by law, a licensed professional to serve as the CONSULTANT'S Project Director. The CONSULTANT'S Project Director shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement thereto. The CONSULTANT'S Project Director shall have full authority to bind and obligate the CONSULTANT on any matter arising under this Agreement unless substitute arrangements have been furnished to the COUNTY in writing. The CONSULTANT agrees that the Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the CONSULTANT throughout the entire period this Agreement is in effect. The person selected by the CONSULTANT to serve as the CONSULTANT'S Project Director shall be subject to the prior approval and acceptance of the COUNTY.

#### (3) REMOVAL OF PERSONNEL

The CONSULTANT agrees, within thirty (30) calendar days of receipt of a written request from the COUNTY, to promptly remove and replace the CONSULTANT'S Project Director, or any other personnel employed or retained by the CONSULTANT, or personnel of the sub-consultant(s) or subcontractor(s) engaged by the CONSULTANT to provide and/or perform services and/or work pursuant to the requirements of this Agreement, who the COUNTY shall request, in writing, be removed, which request may be made by the COUNTY with or without cause.

### 3.03 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the COUNTY. Time is of the essence for all of the duties and obligations contained in this Agreement thereto. The COUNTY may suffer damages in the event that the CONSULTANT does not accomplish and complete the required services in a timely manner. The CONSULTANT agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all BASIC SERVICES and ADDITIONAL SERVICES will be provided, performed and completed in a timely and diligent manner throughout.

### 3.04 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the CONSULTANT and by any Sub-Consultant(s) and/or SubContractor(s) engaged by the CONSULTANT as set forth in the Scope of Professional Services, Exhibit "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the COUNTY approves this Agreement, or which may subsequently be changed or revised. Any subsequent change or revision to such laws, rules, regulations, ordinances, codes, policies, standards or other guidelines which requires the CONSULTANT to provide and/or perform work and/or services which are significantly different from that set forth in the scope of Professional Services, Exhibit "A", shall serve as a basis for the COUNTY to consider the development and issuance of a Change Order to provide for a change to, or Additional Services to the services set forth in the Agreement.

### 3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

#### (1) RESPONSIBILITY TO CORRECT

The CONSULTANT agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by CONSULTANT or by any sub-consultant(s) and/or subcontractor(s) retained or engaged by the CONSULTANT pursuant to this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of CONSULTANT or any sub-consultant(s) or subcontractor(s) engaged by the CONSULTANT.

#### (2) COUNTY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

Neither review, approval, or acceptance by the COUNTY of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and incidental professional services, work and materials furnished hereunder by the



(2) COUNTY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY  
(Continued)

CONSULTANT, or any sub-consultant(s) or subcontractor(s) engaged by the CONSULTANT, shall in any way relieve CONSULTANT of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all sub-consultants and/or subcontractors engaged by the CONSULTANT to provide and perform services in connection with this Agreement. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the CONSULTANT'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.06      LIABILITY

(1)      CONSULTANT TO HOLD COUNTY HARMLESS

The CONSULTANT shall be liable and agrees to be liable for and shall indemnify and hold the COUNTY harmless for any and all claims, suits, judgements or damages, losses and expenses including court costs and attorney's fees arising out of the CONSULTANT'S errors, omissions, and/or negligence, or those of any and all sub-consultants and/or subcontractors engaged by the CONSULTANT during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Change Orders, Supplemental Task Authorizations thereto. The CONSULTANT shall not be liable to nor indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives or third parties. The CONSULTANT hereby acknowledges that the compensation to be paid the CONSULTANT by the COUNTY as set forth in Agreement Exhibit "B" entitled "COMPENSATION AND METHOD OF PAYMENT" includes compensation as consideration for the indemnification provided herein.

3.07      NOT TO DIVULGE CERTAIN INFORMATION

CONSULTANT agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without COUNTY'S prior written consent, or unless incident to the proper performance of CONSULTANT'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT or any sub-consultant(s) or subcontractor(s) pursuant to this Agreement. CONSULTANT shall require all of its employees, sub-consultant(s) and subcontractor(s) to comply with the provisions of this paragraph.

3.08      CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

CONSULTANT agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the COUNTY, any property damage arising out of, or caused by, the willful or negligent acts of the CONSULTANT, or of its sub-consultants and/or subcontractors. This CONSULTANT'S obligation under this sub-article does not apply to property damage caused by any other Consultant or Contractor engaged directly by the COUNTY.

Date: 09/25/01

3.08      CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT  
(Continued)

The COUNTY reserves the right, should the CONSULTANT fail to make such repairs and/or replacement within a reasonable period of time, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the CONSULTANT, or by the CONSULTANT reimbursing the COUNTY for all such costs and expenses.

3.09      RESPONSIBILITY FOR ESTIMATES

(1) In the event the services required pursuant to this Agreement include the CONSULTANT preparing and submitting to the COUNTY, cost estimates, the CONSULTANT, by exercise of his experience, effort, knowledge and judgment, shall develop such cost estimates as are set forth in, or as may be required under the Agreement and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates. For purposes of the Liability Provisions of this Article only, the CONSULTANT'S estimate(s) shall be considered valid and effective for a period of six (6) months from the date of the COUNTY'S acceptance of the estimate(s).

(2) The cost estimates of CONSULTANTS or SUB-CONSULTANTS engaged by CONSULTANTS, for the appraisal or valuation of property or easements, or the estimate of damages or costs associated with the acquisition of property or easements are exempted from the provisions of Article 3.09.

(3) Cost Estimates

(A) ORDER OF MAGNITUDE ESTIMATE

This is an approximate estimate made without detailed architect/engineering data. Examples include, but are not limited to, an estimate from cost-capacity curves, an estimate using scale-up or scale-down factors, and an approximate ratio estimate. This type of estimate shall be accurate within plus fifty percent (50.0%). If the bids, as described above, fail to meet this prescribed accuracy, the cost associated with the preparation and development of the ORDER OF MAGNITUDE ESTIMATE shall be recoverable by the COUNTY.

(B) BUDGET ESTIMATE

Budget in this case applies to the COUNTY'S budget and not to the budget as a project controlled document. A budget is prepared with the use of flowsheets, layouts, and equipment details. This type of estimate shall be accurate within plus twenty-five percent (25.0%). If the bids, as described above, fail to meet this prescribed accuracy, the cost associated with the preparation and development of the BUDGET ESTIMATE shall be recoverable by the COUNTY.

(C) CONSTRUCTION COST ESTIMATE.

A construction cost estimate for purposes of this Agreement is an estimate prepared on the basis of well defined engineering/architectural data and on detailed information set forth in specifications, designs or drawings which are to be used as a basis for obtaining bids or price proposals for constructing the project. This type of estimate shall be accurate within plus or minus ten percent (10%) of the cost of the construction of the project. The accuracy and reliability of a CONSTRUCTION COST ESTIMATE is vital to the COUNTY'S interests because it may be used for such purposes as, but not limited to the following; budgeting, obtaining, allocating or obligating funds for the project; evaluating and determining the reasonableness and acceptableness of bids or price proposals for construction projects; or establishing the assessment amounts for Municipal Service Benefit Units (M.S.B.U.).

In the event the COUNTY solicits and receives bids or price proposals from contractors on a construction project based on specifications, design, drawings and a CONSTRUCTION COST ESTIMATE prepared by the CONSULTANT, and the lowest bid or price proposal, submitted by a responsive and responsible bidder or proposer, which bid or price proposal exceeds the amount of the CONSULTANT'S CONSTRUCTION COST ESTIMATE by more than the percent accuracy set forth hereinabove, the CONSULTANT shall, upon notification by the COUNTY, assume responsibility for and proceed to provide and perform the following service without additional compensation:

The CONSULTANT will, subject to the review and approval of the COUNTY, modify at its expense the specifications, design, drawings and related bidding and contract documents to the extent necessary to reduce the anticipated construction costs so that the re-solicitation of bids or price proposals will realize bids or price proposals being received that are within the range of accuracy established for the CONSTRUCTION COST ESTIMATE prepared by the CONSULTANT. Any such modifications made by the CONSULTANT shall not conflict with the functional or operational requirements established by the COUNTY for the project and set forth in the Agreement or Change Order(s) or Supplemental Task Authorization(s) issued thereto, nor shall any such modifications conflict with established rules, regulations, requirements or professional standards pertaining to the design, specifications or drawings prepared by the CONSULTANT, nor shall such modifications adversely affect the safe use or operation of the constructed project.

In the event (1) the CONSULTANT'S modification of the design, specifications, drawings and related bidding and contract documents, and (2) the re-solicitation of bids or price proposals do not result in bids or price proposals being received from a responsive and responsible bidder or proposer that are within the established percent accuracy of the CONSULTANT'S CONSTRUCTION COST ESTIMATE, the costs associated with the CONSULTANT'S preparation and development of the CONSTRUCTION

(C) CONSTRUCTION COST ESTIMATE (Continued)

COST ESTIMATE shall be recoverable by the COUNTY by an appropriate reduction in the CONSULTANT'S invoice requesting payment for services rendered.

For determination of compliance with the accuracy requirement established for the CONSTRUCTION COST ESTIMATE prepared by the CONSULTANT, the amount of the CONSTRUCTION COST ESTIMATE submitted by the CONSULTANT shall be adjusted from the date the CONSTRUCTION COST ESTIMATE was received by the COUNTY until the date bids or price proposals are received by the COUNTY, by applying the percent change in the "20 Cities Cost Index" as published in the ENR (formerly ENGINEERING NEWS-RECORD) a McGraw-Hill, Inc. publication.

If, in response to its solicitation, the COUNTY receives less than three bids or priced proposals for a project, there is the potential that such bids or priced proposals may not be a realistic representation of the costs expected to be associated with the project. If under such circumstances, and if in the professional judgment of the CONSULTANT, the low bid or the low priced proposal received from a responsive bidder or proposer does not realistically represent the costs associated with the project, the CONSULTANT may deem it appropriate to recommend the COUNTY reject any such bid(s) or priced proposal(s). If under such circumstances the COUNTY concurs with the CONSULTANT'S recommendation and rejects the bid(s) or priced proposal(s), the COUNTY will not hold the CONSULTANT responsible to, nor will the COUNTY require the CONSULTANT to, modify the specifications, design, drawings and related bidding and contract documents as set forth hereinbefore.

3.10 PERMITS

The CONSULTANT will be responsible for preparing and submitting all required applications and other supportive information necessary to assist the COUNTY in obtaining all reviews, approvals and permits, with respect to the CONSULTANT'S design, drawings and specifications required by any governmental body having authority over the project. Any fees required for such reviews, approvals or permits will be covered by a check issued by the COUNTY and made payable to the respective governmental body upon the CONSULTANT furnishing the COUNTY satisfactory documentation of such fees. The CONSULTANT will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the COUNTY in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The COUNTY shall, at the CONSULTANT'S request, assist in obtaining required signatures and provide the CONSULTANT with all information known to be available to the COUNTY so as to assist the CONSULTANT in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

### 3.11      ADDITIONAL SERVICES

Should the COUNTY request the CONSULTANT to provide and perform professional services for this project which are not set forth in EXHIBIT "A", the CONSULTANT agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

Such ADDITIONAL SERVICES shall constitute a continuation of the professional services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement thereto.

ADDITIONAL SERVICES shall be administered and authorized as "SUPPLEMENTAL TASK AUTHORIZATIONS" or "CHANGE ORDERS" under the Agreement. The CONSULTANT shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the CONSULTANT for any ADDITIONAL SERVICES unless and until a written "SUPPLEMENTAL TASK AUTHORIZATIONS" or "CHANGE ORDER" shall have been agreed to and executed by both parties.

Each such "SUPPLEMENTAL TASK AUTHORIZATION" or "CHANGE ORDER" shall set forth a comprehensive, detailed description of: (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing said ADDITIONAL SERVICES.

### 3.12      TRUTH-IN-NEGOTIATIONS CERTIFICATE

The COUNTY may request the CONSULTANT to execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F". The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.

### 3.13      COMPLETION OF TASKS

Unless otherwise set forth in the Agreement the CONSULTANT shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in Agreement Exhibit "A" entitled "Scope of Professional Services" and Change Orders, and Supplemental Task Authorizations authorized. The compensation to be paid the CONSULTANT as set forth in Agreement Exhibit "B" entitled "Compensation and Method of Payment" and Change Orders, and Supplemental Task Authorizations authorized thereto shall be understood and agreed to adequately and completely compensate the CONSULTANT for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in Agreement Exhibit "A" and Change Orders, Supplemental Task Authorizations, and work Orders authorized thereto as stated above."

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### 3.14 AFFIRMATIVE ACTION BY CONSULTANT WHEN ENGAGING SUB-CONSULTANTS

Florida Statute #287.042(4)(f) establishes that agencies, including Lee County, are encouraged to spend twenty-five (25%) percent of the monies actually spent for contractual services for the purpose of entering into contracts with certified Minority Business Enterprises. Accordingly, the CONSULTANT is encouraged, when selecting or engaging the services of sub-consultants or subcontractors pursuant to this Agreement, to spend twenty-five (25%) percent of the amount of compensation established in this Agreement and in subsequent CHANGE ORDERS, and SUPPLEMENTAL TASK AUTHORIZATIONS authorized thereto for the engagement of the services of certified Minority Business Enterprise sub-consultants or subcontractors.

In furtherance of this statutory goal the COUNTY expects the CONSULTANT to take affirmative action towards achieving this goal. "Affirmative Action" as used herein shall constitute a good faith effort by the CONSULTANT to achieve the stated goal of engaging certified Minority Business Enterprise sub-consultants or subcontractors to provide or perform services and/or work pursuant to the SCOPE OF SERVICES required under this Agreement. Efforts taken by the CONSULTANT to assist the COUNTY in meeting this statutory goal must be documented in detail, records of sub-consultants or subcontractors contacted maintained, including negotiation efforts, and written Agreements maintained for services or work awarded to sub-consultants or subcontractors.

The CONSULTANT, upon receipt of a written request by the COUNTY, shall within ten (10) calendar days thereafter submit to the COUNTY copies of records and supporting documentation to show evidence of its affirmative action efforts to achieve the above stated goal.

The CONSULTANT is encouraged to contact the Lee County Department of Equal Opportunity for information and assistance regarding the COUNTY'S Minority Business Enterprise certification program and listing of certified Minority Business Enterprises.

### ARTICLE 4.00 - OBLIGATIONS OF THE COUNTY

#### 4.01 DESIGNATION OF PROJECT MANAGER

The COUNTY agrees after the execution of this Agreement to promptly advise the CONSULTANT, in writing, of the person designated to serve and act as the COUNTY'S PROJECT MANAGER pursuant to the provisions of Article 2.13 of this Agreement. Such notification shall be provided to the CONSULTANT by the COUNTY'S DEPARTMENT DIRECTOR.

#### 4.02 AVAILABILITY OF COUNTY INFORMATION

##### (1) PROJECT GUIDELINES AND CRITERIA

Guidelines to the CONSULTANT regarding requirements the COUNTY has established or suggests relative to the Project including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria are set forth in EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA", which EXHIBIT "E" is attached hereto and made a part of this Agreement.

Date: 09/25/01

#### 4.02      AVAILABILITY OF COUNTY INFORMATION (Continued)

##### (2) COUNTY TO PROVIDE PERTINENT REFERENCE MATERIAL

At the CONSULTANT'S request, the COUNTY agrees to provide to the CONSULTANT, at no cost to the CONSULTANT, all pertinent information known to be available to the COUNTY to assist the CONSULTANT in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the COUNTY such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

#### 4.03      AVAILABILITY OF COUNTY'S DESIGNATED REPRESENTATIVES

The COUNTY agrees that the DEPARTMENT DIRECTOR and the PROJECT MANAGER shall be available within a reasonable period of time, with reasonable prior notice given by the CONSULTANT, to meet and/or consult with the CONSULTANT on matters pertaining to the services to be provided and performed by the CONSULTANT. The COUNTY further agrees to respond within a reasonable period of time to written requests submitted by the CONSULTANT.

#### 4.04      ACCESS TO COUNTY PROPERTY

The COUNTY agrees, with reasonable prior written notice given by the CONSULTANT, to provide the CONSULTANT with access within a reasonable period of time to COUNTY property, facilities, buildings and structures to enable the CONSULTANT to provide and perform the required professional services and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with COUNTY operations, or the operations carried on by others under a lease, or other contractual arrangement with the COUNTY, or in such a manner as to adversely affect the public health and safety. Such access may, or may not be, within the CONSULTANT'S normal office and/or field work days and/or work hours.

#### ARTICLE 5.00 - COMPENSATION AND METHOD OF PAYMENT

##### 5.01      BASIC SERVICES

The COUNTY shall pay the CONSULTANT for all requested and authorized BASIC SERVICES rendered hereunder by the CONSULTANT and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the COUNTY in accordance with the provisions for compensation and payment of said BASIC SERVICES set forth and prescribed in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which EXHIBIT "B" is attached hereto and made a part of this Agreement, or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written Change Order executed by both parties.

##### 5.02      ADDITIONAL SERVICES

The COUNTY shall pay the CONSULTANT for all such ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to, in writing, by both parties to this Agreement and which have been rendered as ADDITIONAL SERVICES by the CONSULTANT and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by

## 5.02 ADDITIONAL SERVICES (Continued)

the COUNTY in accordance with the provisions for compensation and payment of said ADDITIONAL SERVICES as set forth and prescribed in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which EXHIBIT "B" is attached hereto and made a part of this Agreement, or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written Change Order or Supplemental Task Authorization executed by both parties.

## 5.03 METHOD OF PAYMENT

### (1) MONTHLY STATEMENTS

The CONSULTANT shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered during the preceding calendar month. The CONSULTANT'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement, or CHANGE ORDER(S), and SUPPLEMENTAL TASK AUTHORIZATION(S) thereunder. The CONSULTANT'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement, or in CHANGE ORDER(S), and/or SUPPLEMENTAL TASK AUTHORIZATION(S) thereunder.

### (2) PAYMENT FOR SERVICES PERFORMED

The COUNTY shall pay the CONSULTANT for services performed using either of the following methods, or using a combination thereof:

- (A) The COUNTY shall pay the CONSULTANT on the basis of services completed for tasks set forth in Exhibits "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the CONSULTANT and accepted by the COUNTY. No payments shall be made for CONSULTANT'S work-in-progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the CONSULTANT and accepted by the COUNTY. Whenever an invoice statement covers services for which no work product is required to be furnished by the CONSULTANT to the COUNTY, the COUNTY reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.
- (B) The COUNTY shall pay the CONSULTANT for services performed for tasks set forth in Exhibits "A" and "B" on the basis of an invoice statement covering CONSULTANT'S work-in-progress expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such work-in-progress percentages are subject to the review and approval of the COUNTY. The decision of the COUNTY shall be final as to the work-in-progress percentages paid. Payment by the COUNTY for tasks on a work-in-progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the COUNTY of any such service or work-in-progress. The CONSULTANT shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not



(2) PAYMENT FOR SERVICES PERFORMED (Continued)

previous work-in-Progress payments have been made. All tasks to be paid for on a work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in Exhibit "B" with the notation (WIPP). Only tasks so identified will be paid on a work-in-Progress percentage basis. The COUNTY reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(3) PAYMENT SCHEDULE

The COUNTY shall issue payment to the CONSULTANT within thirty (30) calendar days after receipt of an invoice statement from the CONSULTANT in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any CONSULTANT'S invoice statement, the COUNTY shall notify the CONSULTANT of such objection or exception within the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the CONSULTANT of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

5.04 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY

In the event of termination of this Agreement at the convenience of the COUNTY, not at the fault of the CONSULTANT, the COUNTY shall compensate the CONSULTANT only for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the CONSULTANT in affecting the termination of services and work, and incurred by the submittal to the COUNTY of project drawings, plans, data, and other project documents.

5.05 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the COUNTY suspends the CONSULTANT'S services and work on all or part of the services required to be provided and performed by the CONSULTANT pursuant to this Agreement, the COUNTY shall compensate the CONSULTANT only for the services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

5.06 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of SUPPLEMENTAL TASK AUTHORIZATION(S) and/or CHANGE ORDER(S), other than receiving the compensation set forth in Sub-Articles 5.04 and 5.05, the CONSULTANT shall not be entitled to receive compensation

Date: 09/25/01

5.06 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF  
SERVICE TERMINATION, SUSPENSION, ELIMINATION,  
CANCELLATION AND/OR DECREASE (Continued)

for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 6.00 - TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

Following the execution of this Agreement by both parties, and after the CONSULTANT has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the CONSULTANT a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the CONSULTANT shall be authorized to commence work and the CONSULTANT thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

6.02 TIME OF PERFORMANCE

The CONSULTANT agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", entitled "SCHEDULE OF PERFORMANCE, which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the CONSULTANT, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the CONSULTANT shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the CONSULTANT'S time of performance. Upon receipt of the CONSULTANT'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the CONSULTANT, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

6.03 CONSULTANT WORK SCHEDULE

The CONSULTANT shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a CONSULTANT'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the CONSULTANT'S planned and actual work progress can be readily determined. The CONSULTANT'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the CONSULTANT to the COUNTY on a monthly basis.

#### 6.04      FAILURE TO PERFORM IN A TIMELY MANNER

Should the CONSULTANT fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option, may, upon written notice to the CONSULTANT, withhold any or all payments due and owing to the CONSULTANT, not to exceed the amount of the compensation for the work in dispute, until such time as the CONSULTANT resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any CHANGE ORDER(S), or SUPPLEMENTAL TASK AUTHORIZATION(S) issued thereto.

#### ARTICLE 7.00 - SECURING AGREEMENT

The CONSULTANT warrants that the CONSULTANT has not employed or retained any company or person other than a bona fide, regular, full time employee working for the CONSULTANT to solicit or secure this Agreement and that the CONSULTANT has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### ARTICLE 8.00 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further agrees that no person having any such interest shall be employed or engaged by the CONSULTANT for said performance.

If CONSULTANT, for itself and on behalf of its subconsultants, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by CONSULTANT or such sub-consultant under this Agreement, then it will promptly bring such potential conflict of interest to the COUNTY'S attention, in writing. The COUNTY will advise the CONSULTANT, in writing, within ten (10) calendar days as to the period of time required by the COUNTY to determine if such a conflict of interest exists. If the COUNTY determines that there is a conflict of interest, CONSULTANT or such sub-consultant shall decline the representation upon written notice by the COUNTY.

If the COUNTY determines that there is not such conflict of interest, then the COUNTY shall give its written consent to such representation. If CONSULTANT or sub-consultant accepts such a representation without obtaining the COUNTY'S prior written consent, and if the COUNTY subsequently determines that there is a conflict of interest between such representation and the work being performed by CONSULTANT or such sub-consultant under this Agreement, then the CONSULTANT or such sub-consultant agrees to promptly terminate such representation. CONSULTANT shall require each of such sub-consultants to comply with the provisions of this Section.

## ARTICLE 8.00 - CONFLICT OF INTEREST (Continued)

Should the CONSULTANT fail to advise or notify the COUNTY as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the CONSULTANT fail to discontinue such representation, the COUNTY may consider such failure as justifiable cause to terminate this Agreement.

## ARTICLE 9.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The CONSULTANT shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of CONSULTANT with a third party; or (2) the disestablishment of the CONSULTANT'S professional practice and the establishment of a successor consultant, or consulting organization. Nor shall the CONSULTANT subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the COUNTY. The CONSULTANT shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to CONSULTANT in connection with CONSULTANT providing and performing services and work pursuant to the requirements of this Agreement. The COUNTY shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

In providing and performing the services and work required pursuant to this Agreement, CONSULTANT intends to engage the assistance of the sub-consultant(s) and/or subcontractor(s) set forth in EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

## ARTICLE 10.00 - APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States government.

## ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

### 11.01 FOR PROJECTS WITH FUNDS APPROPRIATED FROM GENERAL LEE COUNTY REVENUES

The CONSULTANT for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The CONSULTANT shall comply with Lee County's Affirmative Action Plan or state laws in the hiring of sub-consultants. CONSULTANTS who are uncertain of their obligation must obtain a copy of all relevant guidelines concerning Lee County's Affirmative Action Plan from the Lee County Department of Equal Opportunity.

11.02 FOR PROJECTS WITH FUNDS APPROPRIATED EITHER IN PART OR WHOLLY FROM FEDERAL OR STATE SOURCES

The CONSULTANT for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The CONSULTANT shall make every effort to comply with any Disadvantaged Business Enterprise goals, which have been established for this project. CONSULTANTS who are uncertain of their obligations regarding Disadvantaged Business Enterprises for this project must obtain a copy of all relevant federal or state guidelines from the Lee County Department of Equal Opportunity. The failure of the CONSULTANT to adhere to relevant guidelines shall subject the CONSULTANT to any sanctions, which may be imposed upon the COUNTY.

ARTICLE 12.00 - WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - INSURANCE

13.01 INSURANCE COVERAGE TO BE OBTAINED

- (1) The CONSULTANT shall obtain and maintain such insurance as will protect him from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the CONSULTANT, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- (2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
- (3) The CONSULTANT, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-Consultants and/or SubContractors obtain, have, and maintain the insurance coverages required by law to be provided.
- (4) The CONSULTANT shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

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13.01 INSURANCE COVERAGE TO BE OBTAINED (Continued)

(5) In the event that the CONSULTANT engages Sub-Consultants or Sub-Contractors to assist the CONSULTANT in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under Article 13.03 to be provided by the CONSULTANT shall cover all of the services or work to be provided or performed by all of the Sub-Consultants or Sub-Contractors engaged by the CONSULTANT. However, in the event the services or work of Sub-Consultants or Sub-Contractors engaged by the CONSULTANT is not covered by the CONSULTANT'S INSURANCE POLICY(s), it shall be the responsibility of the CONSULTANT to ensure that all Sub-Consultants or Sub-Contractors have fully complied with the COUNTY insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; or (4) Professional Liability as required and set forth in Agreement Article 13.00.

The services or work to be provided or performed by the following Sub-Consultant(s) or Sub-Contractor(s) identified in Agreement Exhibit "D" are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

<u>Service and/or work to be Provided and/or Performed</u>	<u>Indicate Name of Individual or Firm</u>
1. DRMP, Inc.	
2. T.Y. Lin International	
3. AIM Engineering & Surveying, Inc.	
4. Cella & Associates	
5. Allied Engineering & Testing	
6. Archaeological Consultants, Inc.	

13.01 INSURANCE COVERAGE TO BE OBTAINED Continued

- (6) The insurance coverage to be obtained by the CONSULTANT or by Sub-Consultants or Sub-Contractors engaged by the CONSULTANT, as set forth in Agreement Article 13.03 for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; or (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in Agreement Exhibit "A" and all subsequent Change Order(s), or Supplemental Task Authorization(s). In the event the COUNTY shall execute and issue a written Change Order(s), or Supplemental Task Authorization(s) authorizing the CONSULTANT to provide or perform services or work in addition to those set forth in Agreement Exhibit "A", it is agreed that the COUNTY has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceeds the amount of insurance coverage carried by the CONSULTANT, the compensation established for the Change Order(s), or Supplemental Task Authorization(s) shall include consideration of any increased premium cost incurred by the CONSULTANT to obtain same.

13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

- (1) The CONSULTANT shall submit to the COUNTY'S RISK MANAGEMENT DIVISION all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by the RISK MANAGEMENT DIVISION, the COUNTY will execute this Agreement and issue a written Notice to Proceed. The CONSULTANT may then commence with any service or work pursuant to the requirements of this Agreement.
- (2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.
- (3) Each Certificate of Insurance submitted to the COUNTY shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.
- (4) Each Certificate of Insurance shall be addressed to the Lee County Board of County Commissioners, Attention: Lee County Contracts Management, P O Box 398, Fort Myers, Florida 33902-0398.
- (5) Each Certificate of Insurance shall specifically include all of the following:
- (A) The name and type of policy and coverages provided; and
  - (B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and
  - (C) The date of expiration of coverage; and
  - (D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

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13.02     CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S) (Continued)

- (E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for Professional Liability Insurance); or

In the event the CONSULTANT has, or expects to enter into an agreement for professional services other than those provided for in this Agreement, the CONSULTANT may elect to submit a certificate of insurance containing the following statement:

"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for Lee County pursuant to one or more written Professional Services Agreements, or written Supplemental Task Authorizations, or Change Orders thereto, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a certificate of insurance the COUNTY will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

- (F) The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named."

- (G) A statement indicating any services or work included in or required under Agreement Exhibit "A" Scope of Professional Services that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the CONSULTANT'S insurance policy(s). A statement, which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the COUNTY will proceed with the understanding, stipulation and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.

- (6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.
- (7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the CONSULTANT shall furnish to the COUNTY renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the CONSULTANT to provide the COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate this Agreement.



### 13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S) (Continued)

- (8) If any of the insurance coverage(s) required by this Agreement shall reach the date of expiration indicated on the approved Certificate(s) of Insurance without the COUNTY having received satisfactory evidence of renewal or replacement, the CONSULTANT shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the CONSULTANT'S services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the CONSULTANT shall not be entitled to any additional compensation or time to provide and perform the required services or work and the COUNTY shall not be required to make payment on any invoices submitted by the CONSULTANT. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the COUNTY.

### 13.03 - INSURANCE COVERAGES REQUIRED

The CONSULTANT shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

#### (1) WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

- (A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$100,000 for each accident, whichever limit is greater.
- (B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the COUNTY with thirty (30) days prior written notice of cancellation and/or restriction.

#### (2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$100,000 per occurrence and \$300,000 aggregate for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.
- (B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.
- (C) Such additional requirements as are set forth in Article 13.01 and 13.02 hereinabove.

### (3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$100,000 per person and \$300,000 per accident for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.
- (B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.
- (C) Such additional requirements as are set forth in Articles 13.01

### (4) PROFESSIONAL LIABILITY

Coverage must include the following:

- (A) A minimum aggregate limit of \$1,000,000.00.
- (B) Such additional requirements as are set forth in Articles 13.01 and 13.02 hereinabove.
- (C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the CONSULTANT responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the CONSULTANT shall be required to provide written documentation that is acceptable to the COUNTY establishing that the CONSULTANT has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

### ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed upon the CONSULTANT by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

### ARTICLE 15.00 - REPRESENTATION OF THE COUNTY

The CONSULTANT in providing and performing the services and work required pursuant to this Agreement thereto shall only represent the COUNTY in the manner and to the extent specifically set forth in writing in this Agreement or thereto, and as provided in any written SUPPLEMENTAL TASK AUTHORIZATION(S), and CHANGE ORDER(S) issued thereunder.

## ARTICLE 15.00 - REPRESENTATION OF THE COUNTY (Continued)

In the event the CONSULTANT'S services or work involves construction contract administrative support services, the CONSULTANT is not authorized to act on the COUNTY'S behalf, and shall not act on the COUNTY'S behalf, in such a manner as to result in change(s) to (1) the cost or compensation to be paid the construction contractor, or (2) the time for completing the work as required and agreed to in the construction contract, or (3) the scope of the work set forth in the construction contract documents, unless such representation is specifically provided for, set forth and authorized in this Agreement or thereto.

The COUNTY will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the CONSULTANT not specifically provided for and authorized as stated hereinabove.

## ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the CONSULTANT under this Agreement shall be property of the CONSULTANT until the CONSULTANT has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the COUNTY of a written Change Order deleting all or portions of the scope of services or task(s) to be provided or performed by the CONSULTANT, all of the above documents, to the extent requested in writing by the COUNTY, shall be delivered by the CONSULTANT to the COUNTY within seven (7) calendar days of the COUNTY making such a request. In the event the COUNTY gives the CONSULTANT a written Notice of Termination of all or part of the services or work required, or upon the issuance to the CONSULTANT by the COUNTY of a written Change Order deleting all or part of the services or work required, the CONSULTANT shall deliver to the COUNTY the requested documents as set forth hereinabove, with the mutual understanding and commitment by the COUNTY that compensation earned or owing to the CONSULTANT for services or work provided or performed by the CONSULTANT prior to the effective date of any such termination or deletion will be paid to the CONSULTANT within thirty (30) calendar days of the date of issuance of the Notice of Termination or Change Order.

The CONSULTANT, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use. The CONSULTANT shall not, and agrees not to, use any of these documents, and data and information contained therein on any other project or for any other client without the prior expressed written permission of the COUNTY.

Any use by the COUNTY of said documents, and data and information contained therein, obtained by the COUNTY under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the risk of the COUNTY, and without liability to the CONSULTANT. The COUNTY shall be liable and agrees to be liable for and shall indemnify, defend and hold the CONSULTANT harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional

#### ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS (Continued)

consultation services, and attorneys' fees arising out of the COUNTY'S use of such documents in a manner contrary to the provisions set forth hereinabove. The COUNTY hereby acknowledges receipt of \$10.00 (ten and no hundreds dollars) and other good and valuable consideration from the CONSULTANT, which has been paid as specific consideration for the indemnification provided herein.

#### ARTICLE 17.00 - MAINTENANCE OF RECORDS

The CONSULTANT will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the CONSULTANT for a minimum of five (5) years from the date of termination of this Agreement.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the COUNTY, and provided further that to the extent provided by law the COUNTY shall retain all such records confidential.

#### ARTICLE 18.00 - HEADINGS

The HEADINGS of the Articles, Sections, Exhibits, Attachments, Phases or Tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

#### ARTICLE 19.00 - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, constitutes the entire Agreement between the parties hereto and shall supercede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services" dated January 6, 2005.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated January 6, 2005.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated January 6, 2005.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)", dated January 6, 2005.

Date: 09/25/01

ARTICLE 19.00 - ENTIRE AGREEMENT (Continued)

- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated January 6, 2005.
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated January 6, 2005.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles", dated January 6, 2005.

ARTICLE 20.00 - NOTICES AND ADDRESS OF RECORD

20.01 NOTICES BY CONSULTANT TO COUNTY

All notices required and/or made pursuant to this Agreement to be given by the CONSULTANT to the COUNTY shall be in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following COUNTY address of record and sent to the attention of the County's Project Manager:

Lee County Board of County Commissioners  
Post Office Box 398  
Fort Myers, Florida 33902-0398  
Department: Transportation

20.02 NOTICES BY COUNTY TO CONSULTANT

All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the CONSULTANT shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following CONSULTANT'S address of record:

Inwood Consulting Engineers  
(CONSULTANT'S Business Name)

870 Clark Street  
(Street/P.O. Box)

Oviedo FL 32765  
(City) (State) (Zip Code)

Telephone Number: 407-971-8850  
Fax Number: 407-971-8955

ATTENTION: Alex Hull  
Project Director

20.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 21.00 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the CONSULTANT, by the COUNTY giving thirty (30) day written notice to the CONSULTANT.

Date: 09/25/01

## ARTICLE 21.00 - TERMINATION (Continued)

If the CONSULTANT is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the CONSULTANT or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the COUNTY'S designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the CONSULTANT a thirty (30) calendar day written notice, terminate this Agreement.

In addition to the COUNTY'S contractual right to terminate this Agreement in its entirety as set forth above, the COUNTY may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in Exhibit "A", or the Project Guidelines and Criteria as set forth in Exhibit "E", or as such may be established by a Supplemental Task Authorization or Change Order Agreement. The COUNTY shall provide written notice to the CONSULTANT in order to implement a stoppage, suspension, supplement or change.

The CONSULTANT may request that this Agreement be terminated by submitting a written notice to the COUNTY dated not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the COUNTY reserves the right to accept or not accept the termination request submitted by the CONSULTANT, and no such termination request submitted by the CONSULTANT shall become effective unless and until CONSULTANT is notified, in writing, by the COUNTY of its acceptance.

### 21.01 CONSULTANT TO DELIVER MATERIAL

Upon termination, the CONSULTANT shall deliver to the COUNTY all papers, drawings, models, and other material in which the COUNTY has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the CONSULTANT on behalf of the COUNTY.

## ARTICLE 22.00 - AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the Articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement, as evidenced by Exhibit H for amending articles. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written Amendment (Exhibit H), the requirements, provisions and/or terms of the Amendment shall take precedence.

## ARTICLE 23.00 - MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written CHANGE ORDER(S), and/or SUPPLEMENTAL TASK AUTHORIZATIONS, the latest executed CHANGE ORDER(S), and/or SUPPLEMENTAL TASK AUTHORIZATION(S) shall take precedence.

Date: 09/25/01

ARTICLE 23.00 - MODIFICATIONS (Continued)

In the event the COUNTY issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the COUNTY'S internal control purposes only, and any and all terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms thereof shall impair the rights of either party.

ARTICLE 24.00 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:  
CLERK OF CIRCUIT COURT  
Charlie Green, Clerk

COUNTY: LEE COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Chairman

DATE: \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_  
County Attorney's Office

ATTEST:

\_\_\_\_\_

Inwood Consulting Engineers, Inc.  
(CONSULTANT)

Andrew D. DeWitt  
(Witness) Secretary

BY: [Signature]  
(Authorized Signature)

[Signature]  
(Witness)

\_\_\_\_\_  
President  
(Title)

DATE: 1-25-05

Date: 09/25/01

## EXHIBIT A

Date: January 6, 2005

### SCOPE OF SERVICES

for CN-04-15 DEL PRADO EXTENSION CORRIDOR STUDY

### BASIC SERVICES

#### Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

#### Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

SEE ATTACHED SCOPE OF SERVICES



## EXHIBIT A

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## **SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES DEL PRADO BOULEVARD CORRIDOR STUDY**

This Exhibit forms an integral part of the agreement between Lee County (hereinafter referred to as the COUNTY) and Inwood Consulting Engineers, Inc. (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Description: Del Prado Boulevard from West of US 41 to East of I-75

The Lee County Department of Transportation (hereinafter referred to as the DEPARTMENT) will represent the COUNTY in all actions related to services provided under this agreement.

### **PURPOSE**

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the DEPARTMENT in connection with the identification of an acceptable corridor to extend Del Prado Boulevard from US 41 to east of I-75, including the location of a new interchange with Interstate 75. The Consultant shall develop a methodology that can be used to identify the most appropriate jurisdictional responsibility for any specific roadway in Lee County.

The Corridor Evaluation Process shall utilize the Florida Department of Transportation's (FDOT's) publication titled "Project Development and Environment Manual", published 07/01/88 and all subsequent revisions as a guide only in conducting the services needed to identify an acceptable corridor for the Del Prado Boulevard Extension. Therefore, strict adherence to the PD&E Manual is not required.

The CONSULTANT shall perform those engineering services required for corridor evaluation studies, including consideration of social, economic, environmental effects, and mitigation, along with the environmental documents, engineering reports, preliminary plans, and public hearing necessary for the Board of County Commissioners to approve and adopt a corridor alignment for the project.

Sections 1 through 4 of the Scope of Services describe the tasks included in this contract, and also which of the items of work will be the responsibility of the CONSULTANT or the DEPARTMENT.

The DEPARTMENT will provide contract administration and provide management services and technical reviews of all work associated with the development and preparation of the engineering/environmental study reports for the transportation facility.

### **STUDY OBJECTIVE**

The CONSULTANT is to study three alternative corridors from Del Prado Boulevard from west of US 41 to east of I-75 in Lee County. Included in the study will be consideration of both four lane and six lane alternatives.

The CONSULTANT shall develop at least three corridors of sufficient width to accommodate all reasonable alternative typical sections for the project. For widening on the existing roadway alignment, the CONSULTANT shall consider all viable alternatives and alignments.

Alternatives for the location and configuration of alternatives for an interchange with Del Prado Boulevard and Interstate 75 will also be considered. The development of an Interchange Justification Report (IJR) is not included in the scope of services. However, coordination with FDOT, FHWA and the Lee County MPO to reasonably identify issues affecting the location and configuration of the interchange is included in the scope of services.

## **STUDY REQUIREMENTS AND PROVISIONS FOR WORK**

### **Governing Regulations**

The services performed by the CONSULTANT shall be in compliance with all applicable FDOT Manuals and Guidelines. The Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following FDOT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy.

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories
- Project Development and Environment Manual
- Plans Preparation Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook
- Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)
- Equivalent Single Axle Load Guidelines (No. 525-030-121)
- Design Traffic Procedure (No. 525-030-120)
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Highway Landscape Guide
- Basis of Estimates Manual

### **Liaison Office**

The DEPARTMENT will designate a Lee County Project Manager who shall be the representative of the DEPARTMENT for the Project. While it is expected the CONSULTANT shall seek and receive advice from various State, regional, and local agencies, the final direction on all matters of this Project remain with the Project Manager.

### **Key Personnel**

The CONSULTANT'S work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by DEPARTMENT.

### **Meetings and Presentations**

The CONSULTANT shall attend a Notice to Proceed Meeting with DEPARTMENT representatives, where relevant project information will be provided by the DEPARTMENT, along with procedures for administering the contract. The CONSULTANT and his staff shall also be available with no more than

a five (5) workday notice to attend meetings or make presentations at the request of the DEPARTMENT. Such meetings and presentations may be held at any hour between 8:00 A.M. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, press releases, advertisements, audiovisual displays and similar material for such meetings.

### **Quality Control**

The CONSULTANT shall be responsible for insuring that all work products conform to DEPARTMENT standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

Prior to submittal of the first invoice, the CONSULTANT shall submit to the DEPARTMENT'S Project Manager for approval the proposed method or process of providing Quality Control for all work products. The Quality Control Plan shall identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation.

### **Correspondence**

Copies of all written correspondence from the CONSULTANT to any party pertaining specifically to this study shall be provided to the DEPARTMENT for their review prior to sending.

Copies of all written correspondence received by the CONSULTANT from any party pertaining specifically to this study shall be provided to the DEPARTMENT for their records within one (1) week of the receipt of said correspondence.

### **Submittals**

The CONSULTANT shall provide copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal.

<u>Engineering Items:</u>	<u>Copies:</u>
First Draft Corridor Report	3
Traffic Modeling Memorandum	3
Second Draft Corridor Report	3
Final Corridor Report (Signed and Sealed)	3
Right of Way Identification Maps	3

<u>Environmental Items:</u>	<u>Copies:</u>
Advance Notification Package	3
Public Involvement Plan	3
Noise Study Memorandum	3
Air Quality Memorandum	N/A
Contamination Screening Memorandum	3
Endangered Species Evaluation Memorandum	3
Wetlands Evaluation Memorandum	3
Cultural Resource Memorandum	3

Upon completion of the study, the CONSULTANT shall deliver to the DEPARTMENT, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

The CONSULTANT shall submit 10 copies of all final reports, including all graphics and appendices, on Compact Disks (CD) in PDF format.

### **Coordination with Other Consultants and Entities**

The CONSULTANT is to coordinate their work with any ongoing and/or planned projects that may affect this study.

The CONSULTANT is to coordinate with local governmental entities to ensure design and right of way requirements for the project are compatible with local public works improvements and right of way activities.

### **Optional Services**

At the DEPARTMENT's option, the CONSULTANT may be requested to provide the following services:

- Utilize the approved methodology to evaluate jurisdiction of various roadway segments and provide the results in a separate technical memorandum with recommendations. The results of the evaluation may be used by the COUNTY and the City of Cape Coral to determine jurisdiction of segments of the roadway.
- PD&E services for this corridor.
- Interchange Justification Report for an interchange with Del Prado Boulevard and I-75.
- Final design services for the corridor, including the interchange with I-75.
- Construction administration/CEI services as needed by the DEPARTMENT.

The fee for these optional services shall be negotiated in accordance with the terms detailed in Exhibit B, Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). A supplemental agreement adding the additional services would then have to be approved by the Board of County Commissioners.

## **1.0 PUBLIC INVOLVEMENT**

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations regarding the development of the project. The CONSULTANT shall coordinate and perform the appropriate level of public involvement for this project as outlined in Part 1, Chapter 8, and Part 2, Chapter 9 of the PD&E Manual and the following sections.

### **1.1 Public Involvement Program**

A Public Involvement Plan will be developed that outlines the approach to the public involvement process.

### **1.2 Public Involvement Data Collection**

In addition to public involvement data collection, the CONSULTANT shall assist the DEPARTMENT in preparing responses to any public inquiries as a result of the public involvement process.

### **1.3 Notice of Intent – N/A**

### **1.4 Advance Notification**

At the beginning of the project, the CONSULTANT shall prepare the Advance Notification and transmittal letter as per Part 1, Chapter 2 of the PD&E Manual for the DEMO Manager / Engineer to submit to the State Clearing House.

### **1.5 Scheduled Public Meetings**

The CONSULTANT shall provide all support necessary to hold or participate in various public meetings, which may include but not limited to:

- Elected Officials/Agency Kick-off Meeting – 1 This will consist of a letter informing the elected officials/agency representatives of the project and contact information for the project.
- Corridor Alternatives Public Meeting - 1

For any of the above type meetings, the CONSULTANT shall prepare and/or provide:

- Scripts or agenda for presentation.
- Handouts
- Graphics for presentation.
- Meeting equipment set-up and tear-down.
- Legal and/or display advertisements. (The CONSULTANT will pay the cost of publishing.)
- Letters for notification of elected and appointed officials, property owners and other interested parties. (The CONSULTANT will pay the cost of first class postage.)
- News releases, for use three to five days prior to meeting.
- Summary notes of meetings.
- Briefing and debriefing of DEPARTMENT staff.

A COUNTY owned and operated facility will be used as the meeting site.

The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the DEPARTMENT'S Project Manager.

It is estimated for this project there will be 1 Corridor Alternatives Public Meeting during the study.

### **1.6 Unscheduled Public and Agency Meetings**

In addition to scheduled public meetings the CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies. The CONSULTANT's participation will be limited to participation during the meeting, note taking, and summarizing the meeting in a memo to the file. It is estimated for this project there will be 8 meetings during the study. These meetings are estimated to be as follows:



- Three (3) Key Stakeholder Meetings
- Three (3) Community Meetings
- Two (2) Agency Coordination Meetings

#### **1.7 Board of County Commissioners Meeting**

The CONSULTANT shall provide handouts and graphics depicting the preferred corridor for adoption by the Board of County Commissioners. The CONSULTANT will attend the meeting, make a presentation regarding the corridor if requested by the DEPARTMENT and be available to answer questions regarding the project.

For the Board of County Commissioners Meeting, the CONSULTANT shall prepare and/or provide:

- Scripts or agenda for presentation.
- Handouts
- Graphics for presentation.
- Legal and/or display advertisements. (The CONSULTANT will pay the cost of publishing.)
- Letters for notification of elected and appointed officials, property owners and other interested parties. (The CONSULTANT will pay the cost of first class postage.)
- News releases, for use three to five days prior to meeting.
- Summary notes of meetings.
- Briefing and debriefing of DEPARTMENT staff.

#### **1.8 Location and Design Concept Acceptance - N/A**

#### **1.9 Special Public Involvement Requirements**

##### **Correspondence**

Within three days of the receipt or mailing of all written correspondence between the CONSULTANT and any party pertaining to this study, copies shall be provided to the DEPARTMENT for their records.

##### **Newsletters**

The CONSULTANT shall prepare newsletters at various key points during the study. The newsletters shall be mailed by the CONSULTANT to elected officials, property owners, business and interested persons included on the mailing list compiled by the CONSULTANT. DEPARTMENT review and approval prior to mailing is required. A maximum of three (3) newsletters are anticipated as follows:

- Project Initiation
- Prior to the Public Workshop

- Prior to the Board of County Commissioners Meeting

#### Comments and Coordination Report

The CONSULTANT shall prepare a Comments and Coordination Report. This report shall contain, at a minimum, all documentation of public participation accomplished throughout the study period. This report shall include all comments and responses received from the public involvement, Advance Notification, coordination with local officials and agencies, public meetings, etc. The Comments and Coordination Report shall be submitted with the final Preliminary Engineering Report.

### 1.10 Quality Control

The CONSULTANT shall be responsible for insuring that all work products conform to DEPARTMENT standards and criteria. This shall be accomplished through an internal quality control process performed by the CONSULTANT. This quality control process shall insure that objective and qualified individuals who were not directly responsible for performing the initial work achieve quality through checking, reviewing, and surveillance of work activities.

Prior to submittal of the first invoice, the CONSULTANT shall submit to the DEPARTMENT's Project Manager for approval the proposed method or process of providing quality control for all work products. The Quality Control Plan shall identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation. The CONSULTANT will be responsible for the inclusion of the Quality Assurance Checklist indicating the CONSULTANT's quality control process has been completed. The CONSULTANT shall review all reports prepared by subconsultants.

## 2.0 ENGINEERING ANALYSIS AND REPORTS

The CONSULTANT shall coordinate and perform the appropriate level of engineering analysis for this project. Part 1, Chapter 9 of the PD&E Manual will be used as a guide in performing the corridor analysis as well as the following sections.

### Data Collection

Immediately following the Advance Notification, the CONSULTANT shall begin preliminary assessments of the study corridor from an engineering standpoint. This task is largely of a data gathering nature. This activity consists of collecting various information and materials relative to the performance of engineering analyzes within the study area. The information should include all data necessary to perform adequate evaluation of the corridor alternatives.

### 2.1 Field Review

The CONSULTANT shall conduct all anticipated field trips needed to collect engineering data

### 2.2 Aerial Photography

Aerial Photography shall be used as a basis for plotting various data necessary for both engineering and environmental analysis, alternative corridor and design studies, and the development of the preliminary plans of conceptual design. Copies of aerial photography are the prime source of information used to convey project considerations to the public at public meetings.

The DEPARTMENT will furnish the most recent COUNTY aerial photography of the study area in digital data in a raster image (HMR format) to be used in the study.

### **2.3 Survey Coordination**

The CONSULTANT must coordinate with the survey sub-consultant regarding project requirements, review of survey data, and scheduling. Survey for this project will include horizontal control to tie the final centerline alignment to existing roadway alignments, several section corners and property lines utilizing GPS.

### **2.4 Existing Roadway Characteristics**

This task includes gathering data on pertinent corridor physical features and conditions which help in better understanding the existing highway segments under consideration in this contract. Most of this information is available from the DEPARTMENT, however other references including field observations and interviews with knowledgeable people will yield additional data. DEPARTMENT sources include project files, contract documents, right-of-way maps, Roadway Characteristic Inventory, and drainage maps and studies.

The CONSULTANT shall develop a CADD database, supported by computer spreadsheets, that includes all existing highway characteristics noted above, as appropriate. CADD database information shall be compatible for use on aerial photography used for the Corridor Base Map(s).

### **2.5 Existing Structure Characteristics**

### **2.6 Traffic Data**

No additional traffic data collection will be conducted during this phase of the Corridor Study.

### **2.7 Crash Data - NA**

### **2.8 Existing Signage Inventory - NA**

### **2.9 Utilities**

In accordance with Part 2, Chapter 10 of the PD&E Manual.

### **2.10 Railroads**

In accordance with Part 2, Chapter 10 of the PD&E Manual.

### **2.11 Transportation Plans**

The CONSULTANT shall obtain plans for all modes of transportation including surface, transit and non-motorized modes. The following plans or studies should be obtained:

- Urban Area Transportation Study. If applicable, Lee County MPO Cost Feasible and Needs Plans.
- Local Comprehensive Plans.
- Transit; rail, bus, other.
- Non-motorized modes, including bikeways and pedestrian walkways.

### **2.12 Soils**

The CONSULTANT shall review the United States DEPARTMENT of Agriculture, Geological Survey Soil Conservation Service Maps and summarize the findings.

## **2.13 Base Map**

The CONSULTANT shall develop a CADD database that includes existing characteristics. CADD data base information shall be compatible for use on aerial photography used for public hearing presentations, corridor maps, and alternative plans. Base map aerials will be at a scale of 1" = 200'.

### **Needs**

The CONSULTANT shall establish and/or verify the purpose and need for the project as outlined in Part 2, Chapter 5 of the PD&E Manual.

## **2.14 Safety**

N/A

## **2.15 Analysis of Existing Conditions**

The CONSULTANT shall review and document existing available traffic volumes on the roadway system within the study area.

## **2.16 Development of Needs Statement**

### **Design Analysis**

Utilizing the data collected as part of this scope of work, the CONSULTANT shall perform the engineering analysis necessary to complete the corridor analysis process. The task of engineering analysis will be ongoing throughout the duration of the project and will be performed with consideration to the results of the environmental impacts analysis.

The CONSULTANT shall develop and evaluate all viable corridor alternatives in order to address the project needs.

## **2.17 Corridor Analysis**

The CONSULTANT shall evaluate viable corridor alternatives to determine the preferred corridor for the project. This may consist of existing and new corridors. The corridor evaluation will also include the identification of the location of an interchange with Interstate 75 and schematic drawings of the interchange layout alternatives. The purpose of this analysis is to identify a preferred corridor.

## **2.18 Traffic Analysis**

The CONSULTANT shall conduct a traffic analysis to determine future volumes and conditions on the proposed corridor. Traffic volumes and characteristics for the opening year, mid-design year and the design year will be established. It is anticipated that two unique land use scenarios will be developed for each model year, for a total of six (6) unique model runs.

The FSUTMS standard model for the Lee County region will be used as a base. Land use data from the proposed update to the Lee County Long Range Transportation Plan will be used, where appropriate.

An operational analysis of each model run will be limited to a roadway link analysis of the proposed Del Prado extension, based on AADT projections.

The CONSULTANT shall document and summarize the findings, and will be prepared to meet with the County and other appropriate agencies or committees to discuss the findings of the analysis. The CONSULTANT shall attend up to five (5) of these meetings.

## **2.19 Typical Section Analysis**

The CONSULTANT shall develop all appropriate typical section alternatives for the project. These will include the DEPARTMENT's standard typical sections, and any typical sections that may result in minimizing right of way, or those proposed in light of the DEPARTMENT's policy on Transportation Design for Livable Communities.

## **2.20 Roadway Design Alternatives**

The CONSULTANT will develop a preliminary design alternative within the preferred corridor to assess the potential impacts on the community. The design alternative will consist of the CONSULTANT's assessment of the best alignment within the corridor that minimizes the impacts and costs for the project. This design alternative is not intended to be the preferred alignment but only to be able to better assess the potential impacts of an alignment within the preferred corridor. A more detailed alternatives alignment evaluation will be conducted in subsequent phases of the project.

## **2.21 Prepare Concept Plans –**

Concept plans will be developed for the alignment identified in 2.20 above.

## **2.22 Drainage Analysis and Pond Siting Report**

The CONSULTANT will perform a drainage analysis which will include a review of historical drainage patterns, ongoing drainage studies and models, current drainage patterns, localized flooding, roadway overtopping, conveyance deficiencies, contributing area runoff calculations, wetland hydrology, floodplain impacts, treatment requirements, proposed and existing developments, and permitting issues. This drainage analysis will assist in identifying the preferred corridor alignment in the alternatives matrix.

## **2.23 Structures – N/A**

## **2.24 Access Management - NA**

## **2.25 Multi-modal Accommodations**

The CONSULTANT will coordinate with transit and local government officials in order to determine what multi-modal accommodations will be considered as part of the project alternatives. This task only includes existing and planned multi-modal facilities.

## **2.26 Maintenance of Traffic Analysis**

The CONSULTANT will analyze the design alternatives for constructability, and the ability to maintain traffic. If the analysis indicates that there will be a substantial cost to maintain traffic this cost will be included in the final estimate for that alternative.

## **2.27 Geotechnical**

This task is for the CONSULTANT to coordinate with the geotechnical subconsultant regarding project requirements, review of geotechnical data, and scheduling.

## **2.28 Intelligent Transportation Systems -- N/A**

### **Comparative Analysis of Alternatives**

The DEPARTMENT will determine which viable alternative(s) will be evaluated further through the public involvement process and environmental analysis. The possibility exists that the No-Build alternate may be selected at this point.

## **2.29 Comparative Analysis and Evaluation Matrix**

After developing the viable corridor alternatives and costs, the CONSULTANT will prepare a matrix comparing the impacts and costs of the alternatives evaluated, with a recommendation of the most viable alternative(s). The CONSULTANT shall present their recommendations to the DEPARTMENT for consideration.

## **2.30 Selection of Preferred Alternative(s)**

The CONSULTANT shall recommend a preferred corridor alternative(s) based on a review and analysis of all engineering, environmental, and public involvement issues related to the project.

## **2.31 Conceptual Corridor Plans (Preferred) -**

The CONSULTANT will finalize corridor plans for the preferred corridor alternative that include refinements from the Board of County Commissioners meeting.

## **2.32 Identify Construction Segments -- N/A**

## **2.33 Value Engineering (Optional) -- N/A**

## **2.34 Construction Cost Estimates**

The CONSULTANT shall develop construction cost estimates for each corridor alternative.

## **2.35 Right Of Way Cost Estimates**

The DEPARTMENT will develop right-of-way cost estimates for each corridor alternative. Aerial maps showing the corridors and impacts to parcels will be provided to the DEPARTMENT. A table will be provided showing the area of land impacted by parcel for each corridor alternative. The CONSULTANT will coordinate with the Division of County Lands regarding right-of-way cost estimates.

## **2.36 Typical Section Package --**

The CONSULTANT will prepare a typical section for the preferred corridor.

## **2.37 Design Exceptions and Variances -- N/A**

## **2.38 Corridor Report (CR)**

The CONSULTANT will prepare a Corridor Report to document the corridor evaluation process.

## **2.39 Interchange Modification / Justification Report -- N/A**

### **3.0 ENVIRONMENTAL ANALYSIS AND REPORTS**

The CONSULTANT shall coordinate and perform the appropriate level of environmental analysis for this project. PD&E Manual will be used as a guide as well as the following sections.

The CONSULTANT shall utilize the Florida Geographic Data Library (FGDL), Lee County or other appropriate, database that includes all existing features. This data base information shall be compatible for use on base maps used for public hearing presentations, corridor maps, and alternative plans.

#### **Social Impacts**

Using Part 2, Chapter 9 of the PD&E Manual as a guide, the CONSULTANT will evaluate the following items to the extent necessary to identify the preferred corridor.

##### **3.1 Land Use Changes – N/A**

##### **3.2 Community Cohesion – N/A**

##### **3.3 Community Services – N/A**

##### **3.4 Social and Economic Impacts – N/A**

##### **3.5 Relocation Potential**

The CONSULTANT will estimate the number of residential and business relocations associated with each corridor alternative.

##### **3.6 Archaeological and Historical Sites**

The CONSULTANT shall utilize existing data to analyze the impacts to known cultural and historic resources by all proposed corridor alternatives and prepare a Preliminary Cultural Resource Assessment.

##### **3.7 Section 4(F)**

It is acknowledged that a 4(f) statement may be required in subsequent phases of this project. However, the preparation of a 4(f) is not included in the Corridor Study phase of the project.

##### **3.8 Visual Impacts and Aesthetics**

In accordance with Part 2, Chapter 15 of the PD&E Manual.

##### **3.9 Utilities and Railroads**

Based on the coordination with the utility companies along the project the CONSULTANT shall assess the impact of each corridor alternative on existing utilities.

#### **Natural Impacts**

##### **3.10 Wetlands**

The assessment of potential wetland impacts resulting from the proposed alternative alignments will be guided by the evaluation methodology acceptable to the Florida Department of Transportation (FDOT), Federal Highway Administration (FHWA), United States Army Corps of Engineers (ACOE) and the SFWMD. Wetland assessment, documentation and agency coordination activities will be conducted in preparation of a Wetland Technical Memorandum. This will include “avoidance and minimization” procedures, documentation and agency

meetings. Wetlands will be individually characterized in terms of size, contiguity, vegetation structure, edge relationships, wildlife habitat, hydrology, soils, potential public use and integrity. Wetland, and other cover-type mapping, will be conducted according to the USFWS Classification System (Cowardin et al. 1979) and the FLUCFCS (FDOT 1985). The extent of wetlands within the corridors initially will be estimated by photo-interpretation, soils mapping and ground-truthing.

### **3.11 Conceptual Mitigation Plans**

This project's mitigation requirements and conceptual mitigation alternatives will be identified and a conceptual mitigation plan will be developed to compensate for direct, secondary and cumulative effects. The conceptual wetland mitigation plan will be development in a manner consistent with the Lee County Master Mitigation Plan.

### **3.12 Water Quality – N/A**

### **3.13 Outstanding Florida Waters, Wild and Scenic Rivers, and Aquatic Preserves – N/A**

### **3.14 Floodplains**

Geographic Information System (GIS) data will be collected from the FDEP, SFWMD and other reliable sources to assess potential impacts to floodplains that may result from each alternative alignment.

### **3.15 Coastal Barrier Resources**

In accordance with Part 2, Chapter 26 of the PD&E Manual.

### **3.16 Wildlife and Habitat**

Potential alternative alignments for the extension will be evaluated to determine the impact that each alignment may impose on species listed as threatened or endangered. Geographic Information System (GIS) data will be collected from the Florida Fish and Wildlife Conservation Commission, the Lee County Conservation 2020 program, the Florida Natural Areas Inventory and other reliable sources. This data will be used to perform constraint-mapping analyses to determine the degree of potential impact that may result from each alternative alignment. The data will also be used to develop alternatives that will result in avoidance or minimization of impacts, whenever practicable.

### **3.17 Identify Permit Conditions**

The CONSULTANT shall identify permit conditions, and type of permits required. This task includes the review of maps and data in order to determine permit related information for the project.

### **3.18 Farmlands – N/A**

## **Physical Impacts**

### **3.19 Noise**

A review and assessment of the potential for noise impacts will be conducted for the study. This assessment will be based on a windshield survey of the corridor alternatives and the estimated noise impacts to existing potential noise receptors.



**3.20 Air Quality**

It is acknowledged that an air quality analysis may be required in subsequent phases of this project. However, an air quality analysis is not included in the Corridor Study phase of the project.

**3.21 Construction Impact Analysis – N/A**

**3.22 Contamination**

The CONSULTANT shall perform a preliminary assessment of contamination sites. This will include a windshield survey to determine the probability of contamination sites within the corridors.

**Environmental Reports**

The environmental evaluations will be summarized in separate reports.

**3.23 Class of Action Determination – N/A**

**3.24 Environmental Assessment – N/A**

**3.25 Finding Of No Significant Impact – N/A**

**3.26 Draft Environmental Impact Statement – N/A**

**3.27 Final Environmental Impact Statement – N/A**

#### **4.0 MISCELLANEOUS SERVICES**

##### **4.1 Contract and Project Files**

This task includes Project Management efforts for complete setup and maintenance, developing monthly progress reports, schedule updates, work effort to develop and execute sub-consultant agreements etc. Progress reports shall be delivered to the DEPARTMENT in a format as prescribed by the DEPARTMENT and no less than 10 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the Project Manager by comparing the reported percent complete against actual work accomplished.

Within ten (10) days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines accompanied by an anticipated payout curve. Said schedule and anticipated payout curve shall be prepared in a format prescribed by the DEPARTMENT.

##### **4.2 Project Management Meetings and Coordination**

The CONSULTANT shall meet with the DEPARTMENT as needed throughout the life of the project. It is anticipated twelve (12) meetings will be needed. These meetings will include progress and miscellaneous review and other coordination activities with the DEPARTMENT.

##### **4.3 Surveying/Mapping**

The objective of this task is to develop a sketch and legal description of the surveyed centerline alignment to present to the Lee County Board of County Commissioners for approval. Once the preferred corridor alignment has been identified, the CONSULTANT will establish or recover sufficient horizontal control to tie the final centerline alignment to existing roadway alignments and to several section corners utilizing GPS. This will include US 41, a portion of existing Del Prado Boulevard and I-75. We will also locate and tie property corners where the centerline alignment parallels a property line to ensure that they coincide. The CONSULTANT will provide a sketch and legal description that shows the geometry of the centerline alignment for the preferred corridor, ties to existing roadway alignments, section ties and property lines. The above sketch and description will be provided as a 11"x17" exhibit with aerials for presentation to the Board of County Commissioners.

##### **4.4 Roadway Jurisdictional Determination**

##### **4.4 Roadway Jurisdictional Determination**

The Consultant shall develop a methodology that can be used to identify the most appropriate jurisdictional responsibility for any specific roadway in Lee County. The Consultant shall develop a set of evaluation criteria/characteristics that can be used to characterize the functionality, performance and use of a given roadway. These criteria may include any or all of the following:

- Functional classification of the roadway;
- Through traffic using the roadway;
- Truck traffic using the roadway;
- Number of utilities located within and adjacent to the roadway right-of-way and ownership of these individual utilities;
- Existing typical section and compatibility of existing typical section elements with respect to City, County and State standards;
- Existing median opening, signalized intersection and driveway spacing;
- Existing level of service and compatibility with current City, County and State standards;

- Length of the roadway;
- Connectivity of future land uses and specific nature of the land uses; and
- Jurisdictional responsibility of roadways located at the termini of the specific roadway segment being evaluated;

The Consultant shall discuss these criteria with the County and add/delete/modify the criteria based on County input. The Consultant, with the County's prior approval, may conduct interviews with State, County and local agencies, including the City of Cape Coral, to obtain information regarding the issues and procedures associated with jurisdictional transfers of roadway right-of-way.

The Consultant shall then identify a set of candidate roadways to be used to test the appropriateness of the evaluation criteria. The Consultant shall then obtain data on representative roadways related to the evaluation criteria. The data that will be obtained will be existing information contained in State, County or local databases or physical data that can be measured in the field. The Consultant will not conduct any origin/destination studies or traffic counts as a part of this Scope of Services. The evaluation criteria developed initially may need to be modified based on the specific data that is available.

The specific characteristics associated with each evaluation criteria will be tabulated and these characteristics will then be compared to (a.) determine which evaluation criteria best differentiate between State, County and local roadways and (b.) identify any threshold values or value ranges for a given criteria that exist based on the data used.

The Consultant shall document the results of this work in a Draft Technical Memorandum and submit five (5) copies of this Draft Technical Memorandum to the County for their review and comment. Included in this Draft Technical Memorandum will be suggestions/recommendations for further study (e.g., additional data collection activities, additional case studies, methodology refinements) that could be conducted under a separate contract or supplemental agreement. The Consultant shall revise the Draft Technical Memorandum based on the written review comments provided by the County and submit ten (10) copies of the Final Technical Memorandum to the DEPARTMENT.

## **5.0 METHOD OF COMPENSATION**

Payment for the work accomplished will be in accordance with Exhibit B of this contract. Invoices shall be submitted to the DEPARTMENT in a format prescribed by the DEPARTMENT. The DEPARTMENT'S Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the DEPARTMENT.

## **6.0 SERVICES TO BE PERFORMED BY THE DEPARTMENT**

The DEPARTMENT will provide those services and materials as set forth below:

- Project data currently on file.
- All available information in the possession of the DEPARTMENT pertaining to utility companies whose facilities may be affected by the proposed construction.
- All future information that is in possession or may come to the DEPARTMENT pertaining to subdivision plans, so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right-of-way.

EXHIBIT BDate: January 6, 2005COMPENSATION AND METHOD OF PAYMENTFor CN-04-15 DEL PRADO EXTENSION CORRIDOR STUDYSection 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Public Involvement	\$75,022.96	LS	
2	Engineering Analysis & Report	\$219,428.05	LS	
3	Environmental Analysis & Report	\$70,961.50	LS	
4	Miscellaneous /Reimbursable	\$104,016.79	LS	
TOTAL		\$469,429.36	LS	

(Unless list is continued on next page)

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Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated January 6, 2005, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated January 6, 2005, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: January 6, 2005

### CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE \*\*\*

For CN-04-15 DEL PRADO EXTENSION CORRIDOR STUDY

**CONSULTANT OR SUB-CONSULTANT NAME: INWOOD CONSULTING ENGINEERS, INC.**

(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
PROJECT MANAGER	\$176.29		\$176.29
CHIEF ENGINEER	\$160.64		\$160.64
SENIOR ENGINEER	\$123.74		\$123.74
ENGINEER	\$95.00		\$95.00
ENGINEER INTERN	\$81.43		\$81.43
SENIOR DESIGNER	\$78.67		\$78.67
DESIGNER	\$49.13		\$49.13
CLERICAL	\$50.71		\$50.71

**\*NOTE:** Direct Payroll hourly rate means the actual gross hourly wage paid.

**\*\*NOTE:** Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

**\*\*\*NOTE:** A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: January 6, 2005

### CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE \*\*\*

For CN-04-15 DEL PRADO EXTENSION CORRIDOR STUDY

CONSULTANT OR SUB-CONSULTANT NAME: DRMP, INC.

(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
SR PROJECT MANAGER	\$140.00		\$140.00
PROJECT MANAGER	\$100.00		\$100.00
SENIOR ECOLOGIST	\$88.00		\$88.00
ENVIRONMENTAL SCIENTIST	\$70.00		\$70.00
PLANNER/ENGINEER	\$65.00		\$65.00
CLERICAL	\$45.00		\$45.00

\*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**\*\*NOTE:** Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

\*\*\*NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: January 6, 2005

### CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE \*\*\*

For CN-04-15 DEL PRADO EXTENSION CORRIDOR STUDY

CONSULTANT OR SUB-CONSULTANT NAME: T.Y. LIN INTERNATIONAL

(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
PROJECT MANAGER	\$174.00		\$174.00
SENIOR ENGINEER	\$156.64		\$156.64
ENGINEER	\$108.67		\$108.67
CLERICAL	\$50.42		\$50.42

**\*NOTE:** Direct Payroll hourly rate means the actual gross hourly wage paid.

**\*\*NOTE:** Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

\*\*\*NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".



Date: January 6, 2005

For CN-04-15 DEL PRADO EXTENSION CORRIDOR STUDY

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
CHIEF ENGINEER	\$184.18		\$184.18
SENIOR ENGINEER	\$115.59		\$115.59
PRINCIPLE ECOLOGIST	\$125.47		\$125.47
SENIOR PLANNER	\$103.99		\$103.99
SENIOR ENG TECH	\$60.08		\$60.08

**\*\*\*NOTE:** A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: January 6, 2005

### CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE \*\*\*

For CN-04-15 DEL PRADO EXTENSION CORRIDOR STUDY

CONSULTANT OR SUB-CONSULTANT NAME: **CELLA & ASSOCIATES**

(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
PROJECT MANAGER	\$136.13		\$136.13
SENIOR PROFESSIONAL	\$106.24		\$106.24
PROFESSIONAL	\$92.32		\$92.32
PLANNER	\$79.77		\$79.77
TECHNICAL	\$77.76		\$77.76
CLERICAL	\$63.87		\$63.87

**\*NOTE:** Direct Payroll hourly rate means the actual gross hourly wage paid.

**\*\*NOTE:** Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

\*\*\*NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: January 6, 2005

### CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE \*\*\*

For CN-04-15 DEL PRADO EXTENSION CORRIDOR STUDY

**CONSULTANT OR SUB-CONSULTANT NAME: ALLIED ENGINEERING & TESTING**

(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
STAFF ENGINEER	\$65.00		\$65.00
PROJECT ENGINEER	\$95.00		\$95.00
TECHNICAL SECRETARY	\$35.00		\$35.00

**\*NOTE:** Direct Payroll hourly rate means the actual gross hourly wage paid.

**\*\*NOTE:** Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

**\*\*\*NOTE:** A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

CMO:033  
09/25/01

Page 1 of 1

Date: January 6, 2005

For CN-04-15 DEL PRADO EXTENSION CORRIDOR STUDY

(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
PROJECT MANAGER	\$140.63		\$140.63
PRINCIPAL INVESTIGATOR	\$140.63		\$140.63
ARCHITECTURAL HISTORIAN	\$63.39		\$63.39
PROJECT ARCHAEOLOGIST	\$64.30		\$64.30
DESIGN TECHNICIAN	\$52.17		\$52.17
CLERICAL	\$46.10		\$46.10

\*\*\*NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

# ATTACHMENT NO. 2 TO EXHIBIT B

Date: January 6, 2005

## NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for CN-04-15 DEL PRADO EXTENSION CORRIDOR STUDY  
(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME **INWOOD CONSULTING ENGINEERS, INC.**  
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.36/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals: Breakfast, Lunch & Dinner Specified	*Unless Otherwise *In accordance with the Runzheimer rate service for Travel utilizing the "average"
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
Reproduction (Photocopy) 11" x 17"	\$ .09/Page
Newsletter Printing (3)	\$325.00/ea
Court Reporter	\$290.00
Plotting Costs (Presentation Graphics/ Misc. Working Drawings) 240 units	\$3.46/unit
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed  
CMO:033  
09/25/01

## ATTACHMENT NO. 2 TO EXHIBIT B

Date: January 6, 2005

## NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for CN-04-15 DEL PRADO EXTENSION CORRIDOR STUDY  
(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME **DRMP, INC.**  
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.36/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals: Breakfast, Lunch & Dinner Specified *Unless Otherwise	*In accordance with the Runzheimer rate service for Travel utilizing the "average"
Reproduction (Photocopy) 8 ½" x 11"	\$0.15/Page
8 ½" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
<b>NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).</b>	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed  
CMO:033  
09/25/01

ATTACHMENT NO. 2 TO EXHIBIT B

Date: January 6, 2005

### NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for CN-04-15 DEL PRADO EXTENSION CORRIDOR STUDY  
(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME T.Y. LIN INTERNATIONAL  
(A separate Attachment No. 2 should be included for each Sub-Consultant)

[illegible]

NOTE: N.T.E. indicates Not-To-Exceed  
CMO:033  
09/25/01

ATTACHMENT NO. 2 TO EXHIBIT B

Date: January 6, 2005

#### NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for CN-04-15 DEL PRADO EXTENSION CORRIDOR STUDY  
(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME AIM ENGINEERING & SURVEYING, INC.  
(A separate Attachment No. 2 should be included for each Sub-Consultant)

[illegible]

NOTE: N.T.E. indicates Not-To-Exceed  
CMO:033  
09/25/01



**ATTACHMENT NO. 2 TO EXHIBIT B**

Date: January 6, 2005

**NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS**

for CN-04-15 DEL PRADO EXTENSION CORRIDOR STUDY  
(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME **CELLA & ASSOCIATES**  
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.36/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals: Breakfast, Lunch & Dinner Specified	*Unless Otherwise *In accordance with the Runzheimer rate service for Travel utilizing the "average"
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
Property Owner List 100 Records	\$ .01/Record
Newsletter 11" x 17" 75 x 3 = 225	\$2.25/ea
Advertising (1 ad)	\$1,227.00/ad
Message Board 2 Boards x 5 days x \$35.00/Board	\$350.00
<b>NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).</b>	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed  
CMO:033  
09/25/01

**ATTACHMENT NO. 2 TO EXHIBIT B**

Date: January 6, 2005

### NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for CN-04-15 DEL PRADO EXTENSION CORRIDOR STUDY  
(Enter Project Name from Page 1 of the Agreement)

**CONSULTANT OR SUB-CONSULTANT NAME ALLIED ENGINEERING & TESTING**  
(A separate Attachment No. 2 should be included for each Sub-Consultant)

[illegible]

NOTE: N.T.E. indicates Not-To-Exceed

CMO:033

09/25/01

## ATTACHMENT NO. 2 TO EXHIBIT B

Date: January 6, 2005

## NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for CN-04-15 DEL PRADO EXTENSION CORRIDOR STUDY  
(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME ARCHAEOLOGICAL CONSULTANTS, INC.  
(A separate Attachment No. 2 should be included for each Sub-Consultant)

[illegible]

NOTE: N.T.E. indicates Not-To-Exceed  
CMO:033  
09/25/01

EXHIBIT CDate: January 6, 2005TIME AND SCHEDULE OF PERFORMANCEFOR CN-04-15 DEL PRADO EXTENTION CORRIDOR STUDY

(Enter Project Name from Page 1 of the Agreement)

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 6.00 of this Agreement.

Phase and/or Task Reference AS Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
1	PUBLIC INVOLVEMENT	365	365
2	ENGINEERING ANALYSIS & REPORT	365	365
3	ENVIRONMENTAL ANALYSIS & REPORT	365	365
4	MISCELLANEOUS	365	365

EXHIBIT DDate: January 6, 2005CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)For CN-04-15 DEL PRADO EXTENSION CORRIDOR STUDY

(Enter Project Name From Page 1 of This Agreement)

CONSULTANT has identified the following Sub-Consultant(s) and/or SubContractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority, or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	1. DRMP, Inc. 1505 East Colonial Drive Orlando, FL 32803 Ralph Bove		X		X	
	2. T.Y. Lin International 10500 University Center Drive Suite 155 Tampa, FL 33612 Mike Adams		X		X	
	3. AIM Engineering & Surveying, Inc. 5300 Lee Boulevard Lehigh Acres, Florida 33970-1235 Bob Potter		X		X	
	4. Cella & Associates 2125 1st Street Suite 201 Fort Myers, FL 33907 Kris Cella	X			X	
	5. Allied Engineering & Testing 5300 - A Lee Boulevard Lehigh Acres, FL 33970 Jeff D'huyvetter	X			X	
	6. Archaeological Consultants, Inc. 8110 Blaikie Court Suite A Sarasota, Florida 34240 Marion Almy		X		X	

EXHIBIT E

Date: January 6, 2005

PROJECT GUIDELINES AND CRITERIA

FOR CN-04-15 DEL PRADO EXTENSION CORRIDOR STUDY

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

(If none, enter the word "none" in the space below)

Item No. 1

NONE

EXHIBIT F

DATE: January 6, 2005

TRUTH IN NEGOTIATION CERTIFICATE

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Lee County Board of County Commissioners for the project known as: CN-04-15 DEL PRADO EXTENSION CORRIDOR STUDY

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 3.11.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the County and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as:

Inwood Consulting Engineers, Inc.

BY:

Alex B. Hull

TITLE:

President

The foregoing instrument was signed and acknowledged before me this 20<sup>th</sup> day of January, 2005, by Alex B. Hull who has produced Known to me as  
(Print or Type Name) (Type of Identification and Number)

Identification

Jerri Sue Buck  
Notary Public Signature

Jerri Sue Buck  
Printed Name of Notary Public

Notary Public, State of Florida

My comm. exp. Feb. 15, 2005

Notary Commission Expires

CMO:

00/00/00

**ACORD. CERTIFICATE OF LIABILITY INSURANCE**OP ID ST  
INWOO-1DATE (MM/DD/YYYY)  
01/20/05

**PRODUCER**  
 Zurich Small Business  
 Customer Service Center  
 P.O. Box 10660  
 Jacksonville FL 32247-0660  
 Phone: 866-288-SERV Fax: 800-455-9611

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
 ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
 HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
  
 Inwood Consulting  
 870 CLARK ST  
 OVIEDO FL 32765

**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A: Assurance Company of America

19305

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR INDR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	<b>GENERAL LIABILITY</b>	PAS024512890	01/19/05	01/19/06	EACH OCCURRENCE \$ 1000000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 1000000
A X	<b>AUTOMOBILE LIABILITY</b>	PAS024512890	01/19/05	01/19/06	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
A X	<input checked="" type="checkbox"/> HIRED AUTOS	PAS024512890	01/19/05	01/19/06	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS	PAS024512890	01/19/05	01/19/06	
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	<b>EXCESS/UMBRELLA LIABILITY</b>	PAS 024512890	01/19/05	01/19/06	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	<b>PROPERTY</b>	PAS 024512890	01/19/05	01/19/06	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

CONSULTING CIVIL ENGINEERS- CERTIFICATE HOLDER IS LISTED AS ADDITIONAL  
 INSURED..THE LOCATION AT 870 CLARK HAS A BUILDING LIMIT OF 824,000 DED 500  
 AND BUSINESS PERSONAL PROPERTY OF 248,988 DED 250

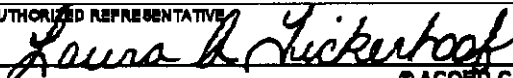
**CERTIFICATE HOLDER****CANCELLATION**

LEE COUNTY BOARD OF COUNTY  
 COMMISSIONERS  
 LEE COUNTY CONTRACTS MGMT  
 P.O. BOX 398  
 FORT MYERS FL 33902

LEFT M02

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
01/20/05

PRODUCER  
Wachovia Insurance Serv-TA, FL  
4800 W. Cypress St, Suite 200  
P.O. Box 25277 (Zip 33622)  
Tampa, FL 33607

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Inwood Consulting  
Engineers, Inc.  
870 Clark Street  
Oviedo, FL 32765

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Associated Industries Insurance Comp

23140

INSURER B: Everest National Insurance Company

10120

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADJ/LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
		<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
						\$
						\$
		DEDUCTIBLE				\$
		RETENTION \$				\$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	2004328868	02/01/04	02/01/05	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$1,000,000
						E.L. DISEASE - POLICY LIMIT \$1,000,000
B		<b>OTHER Prof Liab.</b>	48AE002795041	04/18/04	04/18/05	\$1,000,000
		\$50,000 DED				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Lee County Del Prado Extension Corridor Study

## CERTIFICATE HOLDER

Lee County Board of County  
Commissioners  
Attn: Lee County  
Contracts Management  
P.O. Box 398  
Fort Myers, FL 33902-0398

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

For WIS by:

*Andrius J. Pank*

Date: January 6, 2006

AMENDMENT TO ARTICLES

for CN-04-15 DEL PRADO EXTENSION CORRIDOR STUDY

(Enter Project Name from Page 1 of the Agreement)

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. weeks).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No. \_\_\_\_\_ is hereby amended as follows:

NONE