

## EXHIBIT A

### SCOPE OF PROFESSIONAL SERVICES

for **ENTER SERVICES BEING PROVIDED HERE (SAME AS 1<sup>ST</sup> PAGE OF PSA)**

### 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.

**YOU CAN SPELL OUT OR PUT SEE ATTACHED**

#### 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".

**YOU CAN SPELL OUT OR PUT SEE ATTACHED**

## EXHIBIT B

## COMPENSATION AND METHOD OF PAYMENT

For **ENTER SERVICES BEING PROVIDED HERE (SAME AS 1<sup>ST</sup> PAGE OF PSA)**

### Section 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 5.03(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<br>LS or NTE | If Applicable Indicate (W.I.P.P.) |
|-------------|------------|------------------------|---------------------------------------------|-----------------------------------|
|             |            |                        |                                             |                                   |
| TOTAL       |            |                        |                                             |                                   |

TOTAL  
(Unless list is continued on next page)

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 5.02 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 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 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

**ATTACHMENT NO. 1 TO EXHIBIT B**

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

for \_\_\_\_\_  
(Enter Project Name from Page 1 of the Agreement)

**CONSULTANT OR SUB-CONSULTANT NAME**

(A separate Attachment to Exhibit B should be included for each Sub-Consultant's Personnel Rate and Non-Personnel Costs, in that order, with the attachment No.'s increasing progressively (ATTACHMENT 3 would be Personnel costs for first Sub, ATTACHMENT 4 would be Non-Personnel Costs for first Sub, and so-on.)

| (1) Project Position or Classification<br>(Function to be Performed) | (2) Hourly Rate To Be Charged |
|----------------------------------------------------------------------|-------------------------------|
|                                                                      |                               |

\*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

## NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME

(A separate Attachment to Exhibit B should be included for each Sub-Consultant's Personnel Rate and Non-Personnel Costs, in that order, with the attachment No.'s increasing progressively (ATTACHMENT 3 would be Personnel costs for first Sub, ATTACHMENT 4 would be Non-Personnel Costs for first Sub, and so-on.)

| ITEM                                                                                                                                                                                                                                                                                                                    | BASIS OF CHARGE     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Telephone (Long Distance)                                                                                                                                                                                                                                                                                               | Actual Cost         |
| Postage and Shipping                                                                                                                                                                                                                                                                                                    | Actual Cost         |
| Commercial Air Travel                                                                                                                                                                                                                                                                                                   | Actual Cost (Coach) |
| Vehicle Travel Allowance (or)<br>In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates                                                                                                                                                                                          |                     |
| Vehicle Rental/Gas                                                                                                                                                                                                                                                                                                      | Actual Cost         |
| Lodging (Per Person)                                                                                                                                                                                                                                                                                                    | Actual Cost         |
| Meals:<br>In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates                                                                                                                                                                                                                 |                     |
| 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 (e.g., film/developing):                                                                                                                                                                                                                                             |                     |
|                                                                                                                                                                                                                                                                                                                         |                     |
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| <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, etc. not covered under the costs and/or changes established in the Agreement. No fees or mark-ups shall be authorized for reimbursable expenses. |                     |

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

**EXHIBIT C**

TIME AND SCHEDULE OF PERFORMANCE

For \_\_\_\_\_  
(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 5.00 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 |
|----------------------------------------------------------|---------------------------------|------------------------------------------------------------------|----------------------------------------------------------------------------------|
|                                                          |                                 |                                                                  |                                                                                  |
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**EXHIBIT D**

**CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)**

For

**(Enter Project Name from Page 1 of the Agreement)**

CONSULTANT has identified the following Sub-Consultant(s) and/or Sub-Contractor(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<br>to be Provided or<br>Performed | Name and Address of Individual or Firm | Disadvantaged, Minority or Women<br>Business Enterprise.<br>(If Yes, Indicate Type) |    |      |
|-------------------------------------------------------|----------------------------------------|-------------------------------------------------------------------------------------|----|------|
|                                                       |                                        | Yes                                                                                 | No | Type |
|                                                       |                                        |                                                                                     |    |      |

## EXHIBIT E

### PROJECT GUIDELINES AND CRITERIA

For \_\_\_\_\_

(Enter Project Name from Page 1 of the Agreement)

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:

#### Item No. 1

This is a “Master” contract, which is not for any specific project. Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

#### Item No. 2

Any governmental entity may utilize the provisions of this contract for their specific needs.

#### Item No. 3

Work may be assigned at any time during the term of the contract including any renewals, if any.

#### Item No. 4

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

#### Item No. 5

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

#### Item No. 6

This contract does not entitle any firm to exclusive rights to County contracts. The County reserves the right to perform any or all work in-house, or by any means it so desires.

#### Item No. 7

In reference to Attachment No. 2 to Exhibit B of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensable.

#### Item No. 8

County reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement.

#### ITEM NO. 9

**DRUG FREE WORKPLACE:** Any business that certifies during the solicitation/evaluation process that it has implemented a drug-free workplace program shall comply with the requirements of Florida Statutes 287.087 during the term of this contract.

#### Item No. 10

**IMMIGRATION LAWS:** Lee County will not intentionally award County contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act (“INA”).



Lee County shall consider the employment by any Consultant of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by Lee County.

**EXHIBIT F**

**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:

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 3.12.
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:

\_\_\_\_\_

\_\_\_\_\_

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

**TITLE:** \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ who has produced \_\_\_\_\_ as  
(Print or Type Name) (Type of Identification and  
Number)  
identification.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

## EXHIBIT G

### INSURANCE

For \_\_\_\_\_  
(Enter Project Name from Page 1 of the Agreement)

[Copy and insert insurance requirements from the solicitation.]

## EXHIBIT H

### AMENDMENT TO ARTICLES

For \_\_\_\_\_

(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.

**EXHIBIT I**

**CONSULTANT BACKGROUND SCREENING AFFIDAVIT**



**CONSULTANT BACKGROUND  
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Consultant who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Consultant is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

**Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit.** I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Consultant will be solely responsible for complying with such legal requirements. Furthermore, the Consultant shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: \_\_\_\_\_.

\_\_\_\_\_  
Type of Identification

[Stamp/seal required]

\_\_\_\_\_  
Signature, Notary Public