

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

Blue Sheet No. 20051819

1. ACTION REQUESTED/PURPOSE: Approve the utilization of piggybacking from Lee County Metropolitan Planning Organization (MPO), with Tindale-Oliver & Associates, Inc., for a total amount of \$124,739.00 for Preparation of Lee County Five-Year Transit Development Plan 2006-2010 for the Division of Transit. Also authorize Chairwoman to execute the Service Provider Agreement on behalf of the Board.

2. WHAT ACTION ACCOMPLISHES: By allowing the Division to piggyback from the MPO contract with Tindale-Oliver Associates, it will allow for the preparation of the Lee County Five-Year Transit Development Plan 2006 - 2010.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval.

4. Departmental Category: 6. Transit C6L		5. Meeting Date: January 10, 2006
6. Agenda:	7. Requirement/Purpose: (specify)	8. Request Initiated:
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Statute	Commissioner _____
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	Department _____ Transit
<input type="checkbox"/> Appeals	<input checked="" type="checkbox"/> Admin. Code AC-4-4	Division _____ <i>SM</i>
<input type="checkbox"/> Public	<input type="checkbox"/> Other	By: Steve Myers, Director
<input type="checkbox"/> Walk-On		

9. Background:The Contracts Management office received a request from Lee County Division of Transit to utilize piggybacking from Lee County Metropolitan Planning Organization (MPO), with Tindale-Oliver & Associates, Inc., for Preparation of Lee County Five-Year Transit Development Plan 2006-2010.

Section 5: Unique Services, 5.0 Piggybacking, of the Lee County Contract Manual allows Lee County to utilize the bids of other Governmental entities as long as the procurement has gone through their competitive bidding process.

On May 24, 2005 the Board entered into an Interlocal Agreement for Cooperation on Transit Studies with the Lee County Metropolitan Planning Organization (MPO).

The Lee County Transit Division and Contracts Management have reviewed and verified the documents used. In addition, permission has been given from the MPO and Tindale Oliver & Associates to piggyback from their contract. Therefore, approval is requested to utilize piggybacking from the MPO's solicitation, which has gone through their formal process for on-call consulting services. Lee County will utilize this contract for the preparation of Lee County Five-Year Transit Development Plan 2006-2010, for a total amount of \$124,739.00.

The Consultant will be required to execute the County's standard Service Provider Agreement and provide insurance as required by Risk Management.

Funds are available in the following account: KI5440148640.503190

Attachments: 1) Authorization from MPO to Piggyback Contract and Piggyback Authorization from Tindale Oliver Associates

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services <i>Admin 12/22</i>				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>SM</i>	<i>12/22/05</i>	N/A		<i>12/22/05</i>	<i>12/22/05</i>	<i>12/22/05</i>	<i>12/22/05</i>	<i>12/22/05</i>	<i>HS 12/22/05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

REC'D
by CO. ATTY.
12/22/05
3:00 PM
CO. ATTY.
FORWARDED TO:
Co. Admin.
12/22/05

RECEIVED BY
COUNTY ADMIN. *11*
12/22/05
3:15 PM
COUNTY ADMIN
FORWARDED TO:
12/22/05
3:00 PM

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER 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 TINDALE-OLIVER & ASSOCIATES, INC. hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the professional services of said PROVIDER as further described herein referred to as THE LEE COUNTY FIVE-YEAR TRANSIT DEVELOPMENT PLAN 2006 - 2010, and,

WHEREAS, the PROVIDER hereby certifies that it 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 Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the 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.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated November 28, 2005, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering 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 the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service 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.

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract 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 services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that 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 charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES
(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or

omissions or intentional misconduct of PROVIDER.

- (2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'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.

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS. The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to 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.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, 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 PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgement shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

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

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a 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 the ADDITIONAL SERVICES.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated November 28, 2005, which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

4.3 METHOD OF PAYMENT.

(1) MONTHLY STATEMENTS.

The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'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) or SUPPLEMENTAL TASK AUTHORIZATION(S).

(2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER 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 PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with 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 PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 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, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all 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.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. 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 CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation 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 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER 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.

5.02 TIME OF PERFORMANCE. The PROVIDER 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 PROVIDER 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 PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER 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 PROVIDER'S time of performance. Upon receipt

of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER 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 PROVIDER'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 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", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER 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 PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER 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 as set forth in this Agreement.

ARTICLE 6.0 - SECURING AGREEMENT

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

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER 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 PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated November 28, 2005, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 8.0 - APPLICABLE LAW

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 9.0 - NON-DISCRIMINATION

The PROVIDER 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 the 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. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

- (1) The PROVIDER shall obtain and maintain such insurance or self-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 PROVIDER, 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 for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater

- (3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverages described herein and as are required by law to be provided on behalf of their employees and others.
- (4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

- (1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverages of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverages.
- (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 or self-insurance program documentation shall be submitted to the COUNTY in triplicate.
- (4) Each Certificate of Insurance shall include the following:
 - (A) The name and type of policy and coverages provided;
 - (B) The amount or limit applicable to each coverage provided;
 - (C) The date of expiration of coverage.
 - (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
 - (E) Cancellation - Should any of the 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.
- (5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the PROVIDER shall furnish to the COUNTY renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the PROVIDER to provide the COUNTY with such renewal certificate(s) shall be justification for the COUNTY to terminate this Agreement.

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The PROVIDER shall obtain and maintain the following insurance coverages:

(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 shall 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 latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and shall 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.

(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 non-owned vehicles, and employee non-ownership.

(4) PROFESSIONAL LIABILITY

Coverage shall include the following:

- (A) A minimum aggregate limit of \$ N/A
- (B) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self-insurance program, provide an applicable deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of (4) coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the PROVIDER 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, or amount of sovereign immunity, the PROVIDER shall be required to provide written documentation that is acceptable to the COUNTY establishing that the PROVIDER 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 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER 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 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER 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 PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

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 as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments 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,

Section, Exhibits and Attachments.

ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners
PO Box 398
Ft Myers FL 33902-0398
Attention: Steve Myers, Transit Director

17.2 NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

TINDALE-OLIVER & ASSOCIATES, INC.
1000 N. ASHLEY DRIVE, SUITE 100
TAMPA, FL 33602
Phone/Fax: 813.224.8862 / 813.226.2106
Attention: JOEL R. REY, SENIOR PROJECT MANAGER

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

ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER 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 PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or 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 PROVIDER written notice, terminate this Agreement.

ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT
Charlie Green, Clerk

BOARD OF COUNTY COMMISSIONERS

BY: _____

BY: _____

CHAIRWOMAN

DATE:

APPROVED AS TO FORM

BY: _____

County Attorney's Office

ATTEST:

TINDALE-OLIVER & ASSOCIATES, INC.

Kathleen J. Looney

(Witness)

BY: *Steven F. Tindale*

(Authorized Signature)

Yarex L. Flint

(Witness)

President
(Title)

DATE: November 28, 2005

CORPORATE SEAL:

SCOPE OF SERVICES

for Preparation of Lee County Five-Year Transit Development Plan 2006 - 2010

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 WORK.

Lee County Transit (LeeTran)

SCOPE OF SERVICES

Preparation of Lee County Five-Year Transit Development Plan 2006-2010

Tindale-Oliver & Associates, Inc. (TOA) is pleased to submit a proposal for the project, "Preparation of Lee County Five-Year Transit Development Plan." Given TOA's past and current involvement in various transit projects in Lee County involving funding, long-term planning, and consensus building for the implementation of a transit authority, TOA is excited about the opportunity to continue working with LeeTran staff in developing a more near-term vision for the continuing growth and development of the system.

INTRODUCTION

Lee County Transit (LeeTran) currently operates as a division of Lee County government and is responsible to the Lee County Board of County Commissioners. The transit agency provides public transportation services within Lee County, including the operation of fixed-route motorbus service, complementary paratransit service (Passport), and various commuter assistance services (Connexus). In addition, LeeTran provides trolley service (The Trollee) along Fort Myers Beach and also provides two park-and-ride trolleys that connect to the Fort Myers Beach trolley.

The State of Florida Public Transit Block Grant Program was enacted by the Florida Legislature to provide a stable source of state funding for public transportation. The Block Grant Program requires public transit service providers to develop and adopt a five-year transit development plan (TDP), per the requirements set forth in Chapter 14-73, Florida Administrative Code (FAC). TDP updates must be submitted to the Florida Department of Transportation (FDOT) in July of every year. A major update is required every three years and minor updates are required in the interim years. Given this schedule, LeeTran is now responsible for the preparation of a TDP major update.

The five-year transit development plan is a strategic guide for public transportation in Lee County over the next five years. It represents LeeTran's vision for public transportation in the County during this time period. Generally, the TDP process includes an assessment of overall transit-related needs in the community along with a phased implementation plan of recommended improvements for helping address those needs. Specifically, a TDP includes an

evaluation of existing services, a review of demographic and travel behavior characteristics of the service area, a summary of local transit policies, the development of proposed transit enhancements, the preparation of a five-year implementation plan, and the development of a five-year financial plan (projected costs and revenues) based on the implementation plan.

For this major update, LeeTran's TDP will include a detailed five-year plan for the years from 2006 to 2010. In addition, it is desired that a less-detailed extension of the plan also be developed that will cover the time period from 2011 through 2015.

SCOPE OF SERVICES

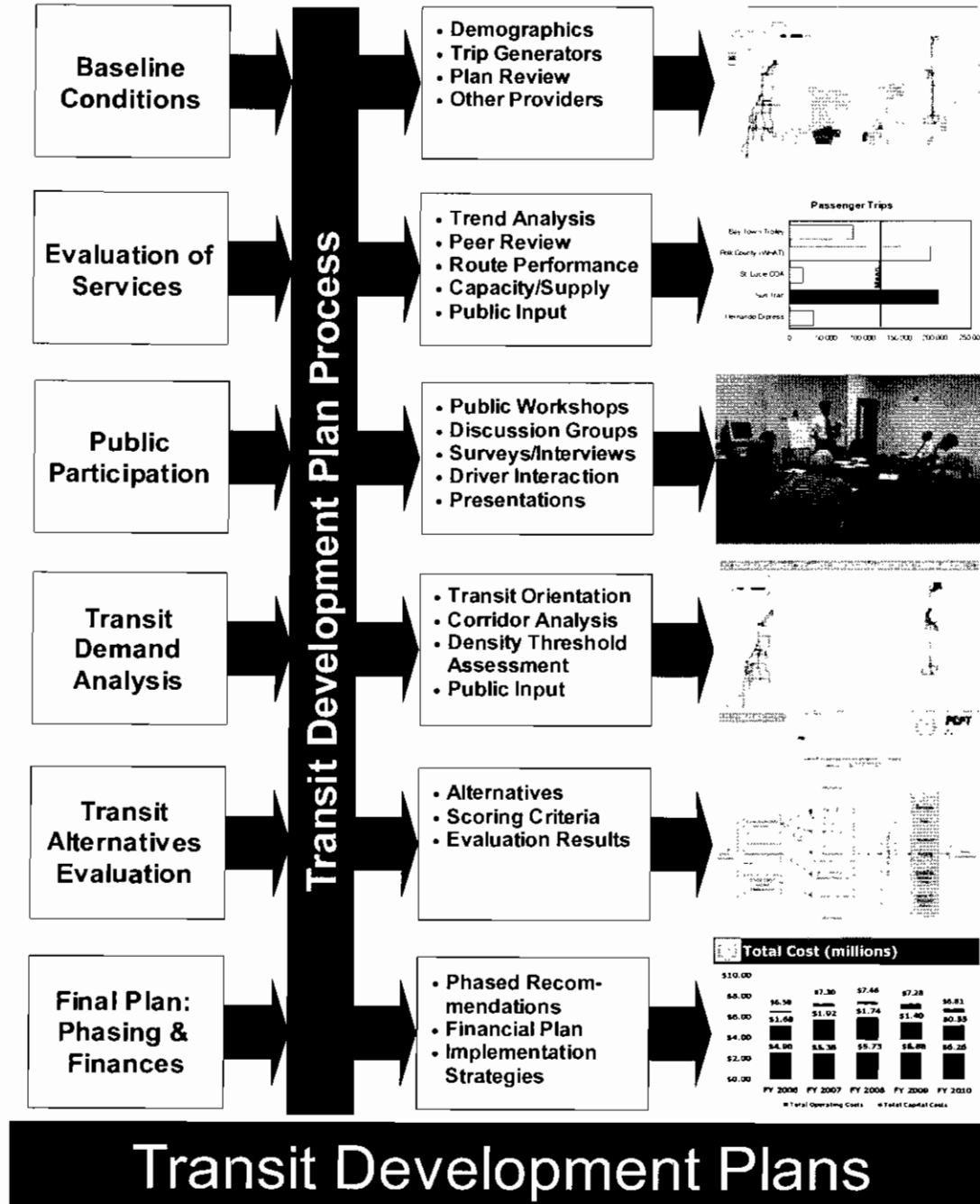
The following proposed Scope of Services describes the tasks and resulting deliverables that will be necessary to complete the major update of the Lee County TDP for LeeTran. LeeTran will be responsible for the overall management of the TDP update process, including oversight of the public involvement, development, analysis and evaluation of alternatives. This will include technical support as necessary and appropriate. The LeeTran Director will designate a staff member to serve as project manager. In addition, for the purpose of this Plan, the study area is defined as all of Lee County.

Consistent with the scope of services provided by LeeTran staff, which is based on the original sample scope of services developed by FDOT along with some added tasks desired by LeeTran, the proposal is organized into six major tasks. Figure 1, on the following page, illustrates the typical TDP planning process utilized by TOA that will be applied to Lee County's update. Following the project approach, the proposal includes the proposed management plan and project budget. The objective of this Scope of Services is to develop the five-year major update to the Lee County TDP for adoption prior to or by June 30, 2006, in order to meet FDOT submittal requirements.

TASK 1: ESTABLISH A REVIEW COMMITTEE

A Review Committee of approximately five to six members will be established at the outset of the project to monitor and provide input throughout the study and to evaluate the deliverables produced by the Consultant. The Review Committee will be comprised of LeeTran administrative staff members and will review each deliverable specified in the individual tasks. The Consultant will respond to all recommendations from the committee. After the committee has been established, a kick-off meeting for the project will be scheduled and conducted.

**Figure 1
Transit Development Plan Process**



TASK 2: COMPILE BASE DATA & PUBLIC INPUT

The Consultant will collect demographic, socio-economic, land-use, transportation, and transit data for Lee County with assistance from LeeTran and Lee County Metropolitan Planning Organization (MPO) staff. The Consultant will take the lead in conducting any necessary public involvement activities, such as stakeholder interviews, on-board surveying, and user and non-user discussion group workshops. The following sub-tasks outline the effort required for this task.

Task 2.01: Establish Baseline Conditions

In order to establish the baseline conditions for transit in Lee County, demographic, socio-economic, and various transportation data will be collected for the County to provide historical background and a description of the area. The 2000 Census of Population and Housing and the Bureau of Economics and Business Research (BEBR) of the University of Florida will be used as primary data sources, supplemented by data currently available from the MPO, LeeTran, and other sources, as available. Data to be compiled include the following:

- physical description of area
- population by age and income
- population density
- housing density
- employment density
- labor force
- auto ownership
- tourist and visitor levels
- transportation disadvantaged population
- land uses and densities
- major trip generators
- area roadway and traffic conditions, including levels of service, current or projected capacity deficiencies, and current and planned transit routes

Task 2.02: Conduct Stakeholder Interviews

The Consultant will assess the attitudes of key local officials and community leaders regarding current transit service through a series of 10 stakeholder interviews. The interviews will seek to

assess political leaders' views on funding transit projects and will identify issues of greatest local concern. An interview script will be developed for use in guiding the interviews, which will be conducted via telephone to help minimize the impact to the project budget. If it is desired by LeeTran that the interviews be conducted in person, it will be necessary to adjust the proposed budget accordingly. Since the proposed project team is currently completing the Lee County 2030 LRTE Update and the Lee County Transit Authority Consensus Building project, the Consultant will be in the unique position to utilize the information from these studies to guide this as well as other tasks for the TDP update effort.

Task 2.03: Conduct On-Board Survey

The Consultant will conduct a system-wide on-board survey for LeeTran's fixed-route motorbus network to inquire about passenger demographics, travel behavior, satisfaction, needs, and issues. The survey sample will include 100 percent of all scheduled trips. A survey form will be developed with input from the project Review Committee and will be disseminated for review. Efforts will be made to utilize the same survey questions from the on-board survey conducted as part of the 2003 TDP update process in order to provide consistency of survey analysis results and for the ease of determining success over the past three years. For purposes of the budget, it is assumed that this task will be completed through the use of on-board surveyors to help facilitate the survey administration process and ensure a higher level of response rate. Temporary personnel will be utilized as surveyors. All survey personnel will be required to go through a survey training workshop that will be held by the Consultant at LeeTran prior to the start of the survey effort. The Consultant will provide on-site administration of the survey effort throughout the process.

Task 2.04: Conduct Discussion Group Workshops

The Consultant will seek to identify and assess general community perceptions of transit to help identify issues and opportunities for LeeTran. For example, one specific topic that should be addressed in this section is to gauge the willingness of the community to levy taxes to support a transit authority with an expanded transit network. Although there are several methodologies for collecting such information, one of the more cost-effective methods of obtaining public input on transit is through the use of discussion group workshops. Although not intended to provide a statistically valid sample, a discussion group is an excellent tool for revealing the attitudes of a particular group because of the open-ended nature of group discussions. For the TDP update, it is proposed that a total of six workshops be held around the County to ensure geographic

distribution of the participants. At least one of the workshops will be conducted using current LeeTran riders to help represent the "user" perspective. In addition, at least one of the workshops will consist of members from the business, health, and education communities, as well as local chambers of commerce, to help represent the views of informed "non-users." The Consultant will work with the Review Committee to identify preferred venues for the workshops.

Alternatively, the community perceptions can be captured through the completion of a community telephone survey with a random selection of Lee County residences. This methodology, however, can be quite costly to ensure appropriate levels of response because of the technology and process involved, and the general reticence of persons to respond to telemarketing-type phone calls at home. However, the major benefit is that such a task will need to be completed anyway for the market research process that must occur as part of the Action Plan for establishing a transit authority in the County. If it is preferred by LeeTran to use a telephone survey for this purpose, it will be necessary to adjust the proposed budget accordingly.

Task 2.05: Prepare Technical Memorandum No. 1

The draft Technical Memorandum No. 1 will be prepared to compile all of the data and results from Task 1. The draft tech memo will summarize the County's baseline conditions, including demographic, economic, and transportation information; the attitudes of local officials and leaders in the community based on the stakeholder interviews; the results of the on-board survey; and the findings from the series of discussion group workshops. The draft tech memo will be disseminated to the Review Committee for consideration and comment. All comments and modifications recommended by the committee will be incorporated into the tech memo in preparation for inclusion in the draft final TDP document.

Task 2.06: Prepare Executive Summary for Technical Memorandum No. 1

A concise executive summary of the revised Technical Memorandum No. 1 will be prepared to facilitate more widespread dissemination of the document. The draft Executive Summary No. 1 will be provided to the Review Committee for comment and/or dissemination. All comments and modifications recommended by the committee will be incorporated into the executive summary in preparation for inclusion in the draft final TDP Executive Summary.

TASK 3: IDENTIFY & EVALUATE EXISTING TRANSIT SERVICES

The Consultant will conduct a review and analysis of existing transit service in the study area. The following sub-tasks outline the effort required for this task.

Task 3.01: Inventory Existing Lee County Transportation Services

LeeTran and MPO staff will assist the Consultant in developing an inventory of all existing public and private transportation services operating in Lee County. The inventory effort will include providers of service to the transportation disadvantaged, intercity bus operators, charters, and taxis. To the extent possible, and dependent on the participation of the individual providers, the following information will be collected for purposes of the inventory.

- Facilities: location, age, and condition
- Type of Operation (previous and current)
- Service area, service frequency, destinations and number of riders
- Equipment: type, age and condition
- Rolling stock: type, age, special accessories
- Affiliated groups and programs with a role in public transit

Task 3.02: Conduct Trend Analysis of Existing Lee County Transit Service

The Consultant will conduct a trend analysis of existing fixed-route transit service in the study area. This review of LeeTran will be undertaken to assess the performance of the system over time using measures (as shown in Table 1) falling into three major categories: system performance, effectiveness, and efficiency. This evaluation will be conducted using both historical as well as the most current validated data available from the National Transit Database (NTD). As part of the overall performance review of the system, this analysis will be used to help assess the extent to which LeeTran is meeting the stated goals and objectives for transit service.

**Table 1
Performance Evaluation Indicators and Measures**

General Performance Indicators	Effectiveness Measures	Efficiency Measures
passenger trips	vehicle miles per capita	operating expenses per capita
passenger miles	passenger trips per capita	operating expenses per passenger trip
vehicle miles	passenger trips per revenue mile	operating expenses per passenger mile
revenue miles	passenger trips per vehicle hour	operating expenses per revenue mile
vehicle hours	revenue mileage between incidents	farebox recovery ratio
route miles	revenue mileage between roadcalls	revenue miles per vehicle mile
operating expenses		revenue miles per vehicle
capital expenses		revenue hours per employee
operating revenues		passenger trips per employee
total employees		vehicle miles per gallon
vehicles available for maximum service		average fare
fuel consumption		

A similar review also will be conducted, albeit on a reduced scale because of the availability of fewer indicators and measures, for the Passport complementary ADA paratransit service provided by LeeTran. For this evaluation, the NTD data also will be utilized.

Task 3.03: Conduct Peer Review Analysis of Existing Lee County Transit Service

The Consultant will conduct a peer review analysis that compares LeeTran fixed-route services with other systems that have similar agency features located elsewhere in Florida and throughout the southeastern United States. This cross-sectional evaluation will be conducted for a single year using the most current validated data available from the National Transit Database (NTD). Similar indicators and measures as those presented previously in Table 1 will be utilized. A similar review also will be conducted, again on a reduced scale because of the availability of fewer indicators and measures, for the Passport paratransit service provided by LeeTran. For this evaluation, the NTD data also will be utilized.

Task 3.04: Conduct Capacity/Supply Evaluation of Existing Lee County Transit Service

The consultant will conduct a general system-wide capacity/supply evaluation of the existing fixed-route and paratransit services by estimating and comparing passenger miles and seat miles for the system.

Task 3.05: Prepare Technical Memorandum No. 2

The draft Technical Memorandum No. 2 will be prepared to compile all of the data and results from Task 3. The draft tech memo will summarize the inventory of transportation providers in Lee County as well as the performance review of LeeTran's fixed-route and paratransit services, including the trend analysis, peer review analysis, and capacity/supply analysis results. An appendix will be included that will present all of the inventory information for the existing transit services in the County. The draft tech memo will be disseminated to the Review Committee for consideration and comment. All comments and modifications recommended by the committee will be incorporated into the tech memo in preparation for inclusion in the draft final TDP document.

Task 3.06: Prepare Executive Summary for Technical Memorandum No. 2

A concise executive summary of the revised Technical Memorandum No. 2 will be prepared to facilitate more widespread dissemination of the document. The draft Executive Summary No. 2 will be provided to the Review Committee for comment and/or dissemination. All comments and modifications recommended by the committee will be incorporated into the executive summary in preparation for inclusion in the draft final TDP Executive Summary.

TASK 4: ESTIMATE DEMAND & ASSESS NEEDS

The Consultant will estimate demand for LeeTran fixed-route and complementary ADA paratransit services over a five-year period using various methodologies. Using this future demand information, in conjunction with the public input collected previously, the transit-related needs of the study area will be assessed.

Task 4.01: Estimate Demand for Transit Services

The Consultant will project ridership demand for LeeTran fixed-route and ADA services over a five-year plan period assuming the maintenance of existing service levels. Specific areas of demand and demand levels will be projected using several approaches. Approaches included in the previous Lee County TDP update will be considered, in addition to the use of other techniques, including transit orientation index, transit corridor analysis (which models specific existing and potential transit corridors using TransCad), density threshold analysis, and transit mode split analysis (which relies on available regional model person trip data). Additional analysis will be completed to estimate demand for service assuming that existing service levels

are improved, as well. It is important to note that these analyses will be at the system level and will not necessarily yield route-specific service design or scheduling recommendations.

Task 4.02: Identify & Assess Needs for Transit Services

The Consultant will utilize the results of the previous tasks, including the findings from the public involvement activities, to assess the need for improved transit services. This needs assessment will take into account travel origins and destinations, geographic areas served by the transit system, frequency and hours of service currently provided, and demographic characteristics of Lee County residents. Potential target markets for new or expanded transit service will be identified and assessed. The needs assessment also will include an examination of possible intermodal connections, coordination of service with other operators, and the potential impacts that could occur in the ADA service. In addition, the needs assessment will, to the extent possible, present an analysis of any variation between identified need and provided service, and present alternative methods of addressing any deficiencies and the general costs and benefits of each.

Task 4.03: Identify & Evaluate Alternatives

Based on the previous study tasks and, in particular, the assessment of needs and potential opportunities, the Consultant will review and analyze alternatives for transit operation in Lee County. Alternatives may range from the status quo (maintaining the existing mix of services) to a thorough restructuring of public transportation service, and will include consideration of special event services and Transportation Demand Management measures. These alternatives will be identified and developed in conjunction with LeeTran and the Review Committee, and will support the community's and agency's vision of where it wants to be in five years. The alternatives will be identified and analyzed at this stage without regard for costs, in line with the strategic intent of the TDP and the express wishes of FDOT in encouraging the TDP process. An evaluation framework will be established by the Consultant (with input from the Review Committee on screening criteria and weights) that will help prioritize the alternatives.

Task 4.04: Prepare Technical Memorandum No. 3

The draft Technical Memorandum No. 3 will be prepared to compile all of the data and results from Task 4. The draft tech memo will summarize the results of the demand estimation, needs assessment, and alternatives evaluation, and will include the results of the ridership demand projections. The draft tech memo will be disseminated to the Review Committee for

consideration and comment. All comments and modifications recommended by the committee will be incorporated into the tech memo in preparation for inclusion in the draft final TDP document.

Task 4.05: Prepare Executive Summary for Technical Memorandum No. 3

A concise executive summary of the revised Technical Memorandum No. 3 will be prepared to facilitate more widespread dissemination of the document. The draft Executive Summary No. 3 will be provided to the Review Committee for comment and/or dissemination. All comments and modifications recommended by the committee will be incorporated into the executive summary in preparation for inclusion in the draft final TDP Executive Summary.

TASK 5: IDENTIFY GOALS & INITIATIVES

The Consultant, with assistance from LeeTran and the Review Committee, will develop goals and initiatives for LeeTran. These goals and initiatives will be consistent with the goals of the local community with respect to transportation and land use, in general, and specifically to transit service. The goals and initiatives prepared for the previous major update of the TDP will be used as a starting point for this process. The Consultant also will work closely with LeeTran in delineating a vision of where LeeTran wants to be in five years. While this step is implicit in each task outlined in this scope of services, it is specifically mentioned here in conjunction with the goals and initiatives.

Task 5.01: Review Local Plans & Documents

The Consultant will review local plans and documents, including county and local government Comprehensive Plans, the previous TDP, the Lee County LRTP, and the Transportation Disadvantaged Service Plan, to identify and compile community goals and objectives relating to transit and mobility. The Consultant also will meet with representatives from Lee County's Department of Community Development, Department of Transportation, and the Smart Growth Department to gain insight into how transit fits into these departments' goals and plans. LeeTran staff will assist in the identification of the appropriate representatives with whom to meet and in the scheduling of the meetings.

Task 5.02: Review Previous Public Input

The Consultant will review the results of Task 2, particularly the attitudes of local officials and community leaders towards transit (as identified during the stakeholder interviews), to gain a better understanding of community goals and objectives relating to transit and mobility.

Task 5.03: Develop Goals & Initiatives

Based on the previous sub-tasks, the Consultant will develop draft goals and initiatives for LeeTran. The draft goals and initiatives will be disseminated to the Review Committee for review and approval.

Task 5.04: Prepare Technical Memorandum No. 4

The draft Technical Memorandum No. 4 will be prepared to compile all of the data and results from Task 5. The draft tech memo will outline the goals and initiatives for LeeTran, and demonstrate their connection with goals specified in other planning documents. The draft tech memo will be disseminated to the Review Committee for consideration and comment. All comments and modifications recommended by the committee will be incorporated into the tech memo in preparation for inclusion in the draft final TDP document.

Task 5.05: Prepare Executive Summary for Technical Memorandum No. 4

A concise executive summary of the revised Technical Memorandum No. 4 will be prepared to facilitate more widespread dissemination of the document. The draft Executive Summary No. 4 will be provided to the Review Committee for comment and/or dissemination. All comments and modifications recommended by the committee will be incorporated into the executive summary in preparation for inclusion in the draft final TDP Executive Summary.

TASK 6: FORMULATE FIVE-YEAR TRANSIT DEVELOPMENT PLAN

The Consultant will prepare a five-year TDP, based on the results of Tasks 2, 3, 4, and 5 and with input from the Review Committee. This will not be a service plan since operational analysis and route-specific changes are not within the scope of the TDP. Instead, the TDP will be policy-oriented and strategic in nature. It will integrate transit into more general long-range planning efforts such as the local comprehensive plan, Smart Growth planning, and planning for

complementary ADA service. The TDP also will contain policies and strategies to implement the proposed plan, including the development of new funding sources.

Task 6.01: Prepare Five-Year TDP

The Consultant will prepare the draft five-year TDP document, including the implementation plan and supporting financial plan. The following elements will be included in the plan:

- Institutional, organizational, and management structure, documenting any possible change as a result of the on-going consensus-building study.
- Alternatives and recommendations for meeting transit needs and deficiencies.
- Five-year capital improvements, both programmed and desired.
- Five-year financial plan, including projected operating and capital expenses, and projected revenue by source and funding. A discussion of financial capacity will be included.
- A list of recommendations for which no funding source is identified.
- A policy element ensuring that transit goals and objectives are consistent with and support the local comprehensive plan and other planning initiatives.

Task 6.02: Prepare Visioning Toolbox

As part of the development of the implementation plan, the Consultant will develop a "visioning toolbox" for transit staff's future use when presenting plans to the public. Tools in this toolbox can include renderings, photos, examples, and charts. Maps indicating service by type also will be included. The Consultant will work with LeeTran staff to determine the specific tools desired for the toolbox and the look and layout of the items. Since it is not clear at this point what tools will need to be developed, for budgeting purposes and based on preliminary discussions with LeeTran staff, this effort has been projected to require a budget of \$10,000.

Task 6.03: Prepare Performance Monitoring Program

The Consultant will develop a basic monitoring program to track performance, efficiency, and effectiveness of LeeTran's routes and service. The program will include measures and an identified threshold(s) for when a route should be considered for elimination or restructuring. Also included will be a step-by-step route elimination/restructuring process to be adopted by the governing authority/board for implementation.

Task 6.04: Establish New Service Implementation Guidelines

The Consultant will work with LeeTran staff to establish a set methodology for the coordination and implementation of new transit service within municipalities given the current "Pay As You Go" philosophy existing within Lee County government. This methodology will provide for consistency in coordinating new services with all municipalities. In addition, as part of the methodology, minimum performance timelines to be used when evaluating the performance and success of new service also will be recommended.

Task 6.05: Develop ITS Evaluation Criteria

The Consultant will work with LeeTran staff to develop ranking and evaluation criteria for potential and proposed Intelligent Transportation Systems (ITS) projects to establish logic for how projects are being developed and implemented.

Task 6.06: Conduct Public Workshops & Presentations

During the course of the study effort, the Consultant will schedule and coordinate with LeeTran staff two public workshops to obtain input from the general public about the TDP update process. The first workshop will be held during the completion of Task 2 at a centrally located mall or other venue with significant public walk-through traffic. The purpose of this workshop will be to acquire additional input on the perceptions of transit service and mobility needs in Lee County. The second workshop will be conducted towards the end of the effort once the draft implementation plan has been completed so that public comment can be received about the proposed plan.

Additionally, the Consultant will prepare for and make a total of up to six presentations on the TDP update. Four of the presentations will be made to the following groups: the Lee County Board of County Commissioners, the MPO Board, the MPO's Technical Advisory Committee, and

the MPO's Citizens Advisory Committee. At the discretion of LeeTran, up to two presentations will be made to other selected organizations as needed.

Task 6.07: Prepare Draft TDP Document

The Consultant will produce and submit to LeeTran 15 printed copies of the Draft TDP for dissemination, review, comment, and acceptance. Comments on the Draft TDP will be addressed for the final version of the plan.

Task 6.08: Prepare Draft Executive Summary for TDP

A concise executive summary of the Draft TDP will be prepared along with the full document to facilitate more widespread dissemination of the TDP. Fifteen printed copies of the Draft TDP Executive Summary will be provided to LeeTran with the Draft TDP for dissemination, review, and comment. Comments on the Draft TDP Executive Summary will be addressed for the final version of the plan.

Task 6.09: Prepare Final TDP Document

Following presentation, review, and acceptance of the Draft TDP and Draft TDP Executive Summary, the Consultant will prepare and submit the Final TDP documents. A total of 20 printed copies of the Final TDP and Final TDP Executive Summary will be prepared by the Consultant and be provided to LeeTran for consideration and adoption by the Board of County Commissioners. The consultant also will prepare and provide to LeeTran staff one CD containing the TDP documentation in both Microsoft Word and PDF format, including all associated graphics.

MANAGEMENT PLAN

The key TOA personnel that will play a major role on this project are indicated below, along with their proposed role in the project. It is important to recognize that this proposed project team is the same one that recently has been completing the update of the Lee County 2030 Long Range Transit Element (LRTE) for the Lee County MPO and, as such, is already intimately familiar with many of the operational characteristics and the long-term needs of the transit agency.

Bill Ball, AICP will serve as the Principal-in-Charge. With 17 years of transportation planning experience, Bill offers the management and technical experience necessary to lead the TDP

update effort for LeeTran. He has been involved in transit development planning in Florida for the last 15 years and has recent experience in Lee County as project manager for the general planning consultant agreement TOA has with the Lee County MPO. Under this agreement, he has managed several planning projects involving transit, including the Vision Plan for the long range transportation planning process, the 2030 LRTE, and previous transit funding and governing projects.

Joel Rey, P.E., AICP will serve as the Project Manager. He has been involved in transportation planning and research for the last 15 years, with a particular emphasis on public transportation operations and planning. His expertise includes operations planning; performance evaluation; transit survey development, conduct, and analysis; and Census and National Transit Database analysis. He previously has managed or been involved in the preparation of 14 TDPs for 10 counties. Mr. Rey also continues to be involved in Lee County in the process to transition LeeTran into a transit authority and establish a long-term dedicated funding source for the system.

Asela Silva (TOA) offers five years of experience with an emphasis on public transportation. Asela served as a project planner for the previous transit funding and governing studies conducted for the Lee County MPO and LeeTran. He also has been involved in several transit development plan efforts for the transit systems in Indian River County, Hernando County, Lake County, and Pasco County, and also was an integral part of the project team for the recent Lee County LRTE update. Asela offers particular expertise in the areas of baseline conditions and socio-economic analysis, and the use of TransCad for transit corridor modeling purposes.

Ryan Suarez (TOA) has four years of experience, most of which was spent working as a planner at the Indian River County MPO. Including an in-depth knowledge of MPO planning processes, Ryan also offers experience in transit planning. He previously assisted Indian River Transit staff with operations planning, marketing, grant submissions and administration, and the preparation of minor TDP updates. At TOA, Ryan also has been working on various transit studies involving cost allocation modeling, long range planning, and bus rapid transit. He recently completed an evaluation of potential BRT corridors for the Lee County MPO as part of the study effort to update the Lee County LRTE.

Elisabeth Schuck (TOA) has three years of experience, much of which has involved experience in public transportation planning and research. Elisabeth has worked on several recent transit projects, including the development of TDPs for Pasco and Lake Counties, the completion of an operations plan for Pasco County, and the development of bus stop inventories for Hillsborough Area Regional Transit in Hillsborough County and Citrus Connection and Winter Haven Area Transit in Polk County. Elisabeth also has been responsible for numerous public involvement activities for a variety of projects.

Marlo Chavarria (TOA) has two years of experience, primarily spent in the area of transit planning and operations. Marlo's expertise is in the areas of financial analysis, alternatives evaluation, and transit corridor analysis. He has been involved in the recent completion of major TDP updates for Pasco County and Indian River County. He also has played a major role on the TOA project team involved in the update of the Lee County LRTE, with the specific responsibility of leading the feasibility assessment of the Seminole-Gulf Railway corridor and completing all the related financial analyses associated with the effort.

PROJECT BUDGET & SCHEDULE

The project budget is provided in Table 1. It should be noted that the fully-loaded hourly rates utilized in the budget reflect 2006 levels and are based on the rates prescribed by the Lee County MPO Annual Contract for Transportation Planning Consultant Services (specifically, since the contract rate table includes hourly rates only through 2005, the accepted escalation rate of five percent has been applied to the 2005 rate levels to develop the 2006 rates). The task-specific schedule is anticipated to be similar to that proposed by LeeTran in its desired scope of services; however, its specific dates will be contingent on the issuance of Notice to Proceed. Nevertheless, the schedule does assume that the TDP will be completed and locally adopted no later than June 30, 2005, to accommodate FDOT's TDP submittal requirements.

I:\11960.05- 2005 Pasco TDP Update\Admin\Scope\LeeTran TDP - Scope 110905.doc

11/28/05

COMPENSATION AND METHOD OF PAYMENTFor Preparation of Lee County Five-Year Transit Development Plan 2006-2010Section 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	Establish Review Committee			
1.01	Establish review committee.	\$449		
1.02	Prepare for & participate in kickoff meeting.	\$2,497		
2	Compile Base Data & Public Input			
2.01	Establish baseline conditions.	\$5,085		
2.02	Conduct stakeholder interviews.	\$2,553		
2.03	Conduct on-board survey.	\$24,101		
2.04	Conduct discussion group workshops.	\$5,082		
2.05	Prepare Technical Memorandum No. 1.	\$3,295		
2.06	Prepare Executive Summary No. 1.	\$516		
3	Identify & Evaluate Existing Transit Services			
3.01	Inventory existing Lee County transportation services.	\$2,029		
3.02	Conduct trend analysis of Lee County transit service.	\$2,174		
3.03	Conduct peer review of Lee County transit service.	\$2,174		
3.04	Conduct capacity/supply evaluation of transit service.	\$1,383		
3.05	Prepare Technical Memorandum No. 2.	\$3,191		
3.06	Prepare Executive Summary No. 2.	\$516		
4	Estimate Demand & Assess Needs			
4.01	Estimate demand for transit services.	\$6,724		
4.02	Identify & assess needs for transit services.	\$4,072		
4.03	Identify & evaluate alternatives.	\$3,870	All tasks & related sub- tasks are L.S.	
4.04	Prepare Technical Memorandum No. 3.	\$3,191		
4.05	Prepare Executive Summary No. 3.	\$516		
5	Identify Goals & Initiatives			
5.01	Review local plans & documents.	\$1,284		
5.02	Review previous public input.	\$858		
5.03	Develop goals & initiatives.	\$2,729		
5.04	Prepare Technical Memorandum No. 4.	\$2,075		
5.05	Prepare Executive Summary No. 4.	\$516		
6	Formulate Five-Year Transit Development Plan			
6.01	Prepare Five-Year TDP.	\$8,045		
6.02	Prepare visioning toolbox.	\$10,002		
6.03	Prepare performance monitoring program.	\$2,158		
6.04	Establish new service implementation guidelines.	\$2,480		
6.05	Develop ITS evaluation criteria.	\$2,510		
6.06a	Conduct two public workshops.	\$3,764		
6.06b	Prepare for & make presentation to TAC & CAC.	\$2,564		
6.06c	Prepare for & make presentation to MPO Board.	\$1,620		
6.06d	Prepare for & make presentation to BOCC.	\$1,620		
6.06e	Prepare for & make 2 other presentations.	\$2,768		
6.07	Prepare draft TDP document.	\$3,746		
6.08	Prepare draft TDP executive summary.	\$516		
6.09	Prepare final TDP documentation.	\$2,062		
TOTAL	INCLUDES REIMBURSABLE EXPENSES	\$124,739	L.S.	

(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 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 11/28/05, 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 _____ N/A _____, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 11/28/05

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For Preparation of Lee County Five-Year Transit Development Plan 2006-2010

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME Tindale-Oliver & Associates, 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 Director	\$61.38	3.0	\$184.14
Project Manager	\$47.93	3.0	\$143.79
Sr. Transportation Engineer/Planner	\$41.45	3.0	\$124.36
Engineer/Planner	\$26.83	3.0	\$80.48
Sr. Planning Technician/GIS	\$18.70	3.0	\$56.09
Planning/Engineering Technician	\$16.88	3.0	\$50.65
Administrative/Clerical	\$17.28	3.0	\$51.83

*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

EXHIBIT D

Date: 11/28/05

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

for Preparation of Lee County Five-Year Transit Development Plan 2006-2010

(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, Women, Business or Enterprise (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	none					

EXHIBIT E

Date: 11/28/05

PROJECT GUIDELINES AND CRITERIA

for Preparation of Lee County Five-Year Transit Development Plan 2006-2010

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

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: Preparation of Lee County Five-Year Transit Development Plan 2006-2010

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:

TINDALE-OLIVER & ASSOCIATES, INC.

Steven A Tindale

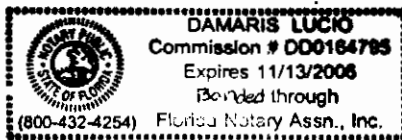
BY: STEVEN A. TINDALE

TITLE: PRESIDENT

The foregoing instrument was signed and acknowledged before me this 28th day of November, 2005, by Steven A. Tindale who has produced is personally known to me as identification.
(Print or Type Name) (Type of Identification and Number)

Damaris Lucio
Notary Public Signature

Damaris Lucio
Printed Name of Notary Public



DD0164795 / 11/13/2006
Notary Commission Number/Expiration

CMO:
00/00/00

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/21/05

PRODUCER Suncoast Insurance Associates P.O. Box 22668 Tampa, FL 33622-2668 813 289-5200	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.
	INSURERS AFFORDING COVERAGE
INSURED Tindale-Oliver & Associates, Inc. 1000 N Ashley Dr, Suite 100 Tampa, FL 33602	INSURER A: United States Fidelity & Guaranty
	INSURER B: XL Specialty Insurance Company
	INSURER C: St Paul Fire & Marine
	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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	BK01319670	02/24/05	02/24/06	EACH OCCURRENCE	\$3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$3,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$5,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$5,000,000
A	AUTOMOBILE LIABILITY	BK01319670	02/24/05	02/24/06	COMBINED SINGLE LIMIT (Ea accident)	\$3,000,000
	<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 checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WVA7724251	09/01/05	09/01/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	E.L. EACH ACCIDENT				\$1,000,000	
	E.L. DISEASE - EA EMPLOYEE				\$1,000,000	
	E.L. DISEASE - POLICY LIMIT				\$1,000,000	
B	OTHER	DPR9411243	04/20/05	04/20/06	\$1,000,000 Each Claim	
	Professional Liability				\$1,000,000 Ann Aggr	

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

Professional Liability is written on a claims made and reported basis.
 RE: Lee County Five Year Transit Development Plan
 With respect to Commercial General Liability and Auto Liability policies
 Lee County Board of County Commissioner, its officers and employees are
 (See Attached Descriptions)

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Lee County Board of County Commissioners Attn: Public Works, Contracts Management PO Box 398 Fort Myers, FL 33902-0398		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 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Included as an Additional Insured.

Date: 11/28/05

AMENDMENT TO ARTICLES

for Preparation of Lee County Five-Year Transit Development Plan 2006-2010

(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. 3.5 LIABILITY is hereby amended as follows:

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.
The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or any negligent acts negligence. The PROVIDER shall not be liable to, nor be required to 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.



December 14, 2005

Ms. Cindy Logan
Contracts Manager
Community Development/Public Works Center
1500 Monroe Street, 4th FL
Fort Myers FL 33901

RE: Authorization for LeeTran to Utilize Existing MPO Agreement with TOA

Ms. Logan:

Please accept this letter as authorization from Tindale-Oliver & Associates, Inc. (TOA) for LeeTran to utilize the existing Agreement for Professional Transportation Planning Services between the Lee County Metropolitan Planning Organization (MPO) and TOA for purposes of contracting with TOA for the completion of its 2006 Transit Development Plan Major Update. I understand that this use is permitted by the Interlocal Agreement between LeeTran and the MPO dated May 24, 2005. Please contact me at (813) 224-8862 if you have any questions or require further information.

Sincerely,

Tindale-Oliver & Associates, Inc.

A handwritten signature in black ink that reads "Steven A. Tindale". The signature is written in a cursive style with a large, prominent 'S'.

Steven A. Tindale, P.E., AICP
President

Phone (239) 338-2550 Suncom 748-2550
Fax (239) 338-2560 Sunfax 748-2560
E-mail: mpo@swfrpc.org



LEE COUNTY METROPOLITAN PLANNING ORGANIZATION
1926 Victoria Avenue, Fort Myers, Florida 33901-3414

December 15, 2005

Cindy Logan
Contracts Department, Lee County Public Works
P.O. Box 398
Fort Myers, Florida 33902-0398

RE: Piggyback contract with Tindale Oliver Associates for TDP update

Dear Ms. Logan:

On May 24, 2005 the Lee County MPO and Lee County executed an interlocal agreement allowing LeeTran to piggyback on the MPO's on-call consulting services agreements.

LeeTran is welcome to contract with Tindale Oliver and Associates under the Lee County MPO's consulting services agreement to undertake an update of its Transit Development Plan. We're glad we can be of service.

Enclosed are copies of our consulting agreement with Tindale Oliver Associates, amendment #1 thereto, and the letter agreement renewing the agreement and extending it to January 20, 2006.

Sincerely,
LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

Glen H. Ahlert
MPO Director

cc: Susan Riley, Fiscal Manager, LeeTran
Steve Myers, Director, LeeTran
Mike Horsting, Transit Planner, LeeTran

Phone (239) 338-2550 Suncom 748-2550
Fax (239) 338-2560 Sunfax 748-2560
E-mail: mpa@swfrpc.org



LEE COUNTY METROPOLITAN PLANNING ORGANIZATION
1926 Victoria Avenue, Fort Myers, Florida 33901-3414

January 20, 2005

Mr. Steve Tindale
President
Tindale-Oliver & Associates
1000 North Ashley Drive, Suite 100
Tampa, Florida 33602

RE: **Renewal of Agreement for Professional Transportation Planning Services**

Dear Mr. Tindale:

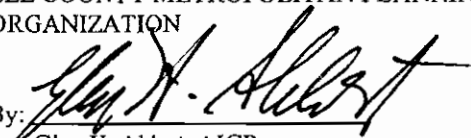
The Lee County Metropolitan Planning Organization (MPO) and Tindale-Oliver and Associates (TO&A) executed the enclosed Agreement for Professional Transportation Planning Services in December 16, 2003. Article 4.1, page 4, of this Agreement states that the period of service shall be from the date of execution of this agreement through December 15, 2004 or until such time as all Outstanding Work Orders issued prior to the expiration of the Agreement have been completed. Currently TO&A is working on two outstanding work orders for the MPO. The first work order is the development of a vision statement, goals objectives, performance measures and a performance reporting program, and the second work order is consensus building for a transit authority, for which the MPO will be shortly sending a Notice to Proceed to your firm.

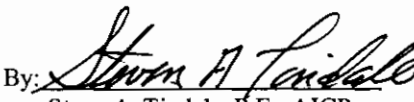
Article 4.1 further states that this Agreement may be renewed twice for an additional one year, for a total of two renewals, and that the renewal shall be agreed to, in writing, by both parties.

Therefore, by signing this letter in triplicate, both parties agree to renew the Agreement for Professional Transportation Planning Services to January 20, 2006, or until such time as all outstanding Work Orders issued prior to the expiration of this new expiration date. Please send the three original copies to me after you have signed them. Should you have any questions, please contact me at 338-2550, extension 224, or by email at gahlert@swfrpc.org.

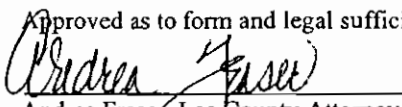
The parties hereto have agreed to renew the Professional Services Agreement for Transportation Planning Services to January 20, 2006.

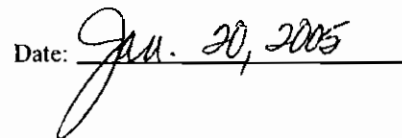
LEE COUNTY METROPOLITAN PLANNING
ORGANIZATION

By: 
Glen H. Ahlert, AICP
MPO Staff Director

By: 
Steve A. Tindale, P.E., AICP
President
Tindale-Oliver Associates

Approved as to form and legal sufficiency


Andrea Fraser, Lee County Attorney

Date: 
Jan. 20, 2005

LEE COUNTY MPO
AGREEMENT FOR
PROFESSIONAL TRANSPORTATION PLANNING SERVICES
AMENDMENT #1

This amendment is to modify the agreement for Professional Transportation Planning Services between the Lee County Metropolitan Planning Organization, and Tindale-Oliver & Associates, Inc., dated December 16, 2003, as follows:

a. Subcontractor

ADD: Deborah Halliday
11 Linnaean St.
Cambridge, MA 02138
(617) 938-9396
debhalliday@msn.com

This subcontractor is to be responsible for undertaking a study of the economic impact of transit service on Lee County for a fixed fee of \$26,000.00. No other compensation will be paid.

b. Tindale-Oliver & Associates shall incorporate the following federal requirements into its subcontract with the Subcontractor:

(1) Compliance with Regulations. The Subcontractor shall comply with the regulations of the U.S. Department of Transportation relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation, which are herein incorporated by reference and made a part of the contract.

(2) Nondiscrimination. The Subcontractor, with regard to the work performed by it after award and prior to completion of the contract work will not discriminate on the grounds of race, color, disability, religion, sex or national origin in the selection and retention of contractors and subcontractors, including procurement of material and leases of equipment. The Subcontractor will not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the contract covers a program set forth in 49 CFR part 21, Appendix B.

The Subcontractor shall insert the following notification in all solicitations for bids for work or material subject to 49 CFR Part 21, *Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964* and made in connection with this subcontract:

AGREEMENT FOR PROFESSIONAL TRANSPORTATION PLANNING SERVICES

THIS AGREEMENT is made and entered into this 16th day of December, 2003, by and between the Lee County Metropolitan Planning Organization (hereinafter referred to as the "OWNER") and Carter-Burgess, Corporation, a Florida Corporation authorized to do business in the State of Florida, whose business address is:

*Tinoble
Owner
MPO
12/17 - Addl
signature
needed
or
or
(Hunt)*

Inc.
[Signature]

3 *[Signature]*
6665 N.W. 6 Way, Suite 300
Ft. Lauderdale, FL 33309-6161

(hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS, the OWNER desires to obtain professional transportation planning services of the CONSULTANT concerning work and/or the improvement of areas within the operational jurisdiction of Lee County, such services to be performed by the CONSULTANT pursuant to this Agreement and with Work Orders to be issued by OWNER subsequent to execution of this Agreement; and in accordance with the conditions for each Work Order limits and standards

WHEREAS, the CONSULTANT has submitted a proposal for provision of those services; and

WHEREAS, the CONSULTANT represents that it has expertise in the type of professional services that will be required by the OWNER.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and provisions contained herein, the parties hereto agree as follows:

**ARTICLE ONE
CONSULTANT'S RESPONSIBILITY**

1.1. CONSULTANT shall provide to OWNER professional transportation planning services in all phases of any Work Order to which this Agreement applies.

1.2. The Basic Services to be performed by CONSULTANT hereunder are those set forth in this Agreement and Work Orders prepared and issued by the OWNER and executed by the parties hereto subsequent and pursuant to execution of the Agreement. The total compensation to be paid CONSULTANT by the OWNER for all Basic Services is set forth in Article Five and Schedule A, "Consultant's Employee Hourly Rate Schedule", which is attached hereto and incorporated herein.

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

1.4. The CONSULTANT agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.5. CONSULTANT agrees to employ and designate a Work Manager in writing, within five (5) calendar days after receiving its Notice to Proceed under an executed Work Order. The Work Manager 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 and a Work Order. Within five (5) calendar days from the Notice to Proceed issued by the OWNER to the CONSULTANT, the CONSULTANT shall deliver to the OWNER a written statement, executed by the proper officers of the CONSULTANT, acknowledging that the Work Manager under the Work Order shall have full authority to bind and obligate the CONSULTANT on all matters arising out of or relating to such Work Order and this Agreement. The CONSULTANT agrees that the Work Manager shall devote whatever time is required to satisfactorily manage the services to be provided and

- 2.5. Investigations and studies involving detailed consideration of operations, maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; and evaluating processes available for licensing and assisting OWNER in obtaining process licensing.
- 2.6. Furnishing services of independent professional associates and consultants for other than the contract services to be provided by CONSULTANT hereunder.
- 2.7. Services during out-of-town travel required of CONSULTANT and directed by OWNER, other than visits to the Project site or OWNER's office or local travel as defined herein.
- 2.8. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.
- 2.9. Providing any type of property surveys, aerial photography or related transportation planning services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable contractors to proceed with their work and providing other special field surveys.
- 2.10. Preparation of operating, maintenance and staffing manuals, except as otherwise provided for herein.
- 2.11. Preparing to serve or serving as a CONSULTANT or witness for OWNER in any litigation, or other legal or administrative proceeding, involving the work (except for assistance in consultations which are included as part of the Basic Services to be provided herein).
- 2.12. Additional services rendered by CONSULTANTS not otherwise provided for in this Agreement or not customarily furnished in accordance with generally accepted transportation planning practice.

ARTICLE THREE OWNER'S RESPONSIBILITIES

- 3.1. The Owner shall designate in writing a work coordinator to act as OWNER's representative with respect to the services to be rendered under this Agreement and a particular Work Order (hereinafter referred to as the "Work Coordinator"). The Work Coordinator shall have authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the work. However, the Work Coordinator is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:
 - (a) The scope of services to be provided and performed by the CONSULTANT hereunder;
 - (b) The time the CONSULTANT is obligated to commence and complete all such services; or
 - (c) The amount of compensation the OWNER is obligated or committed to pay the CONSULTANT.
- 3.2. The Work Coordinator shall:
 - (a) Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed in accordance with this Agreement;
 - (b) Provide all criteria and information requested by CONSULTANT as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
 - (c) Upon request from CONSULTANT, assist CONSULTANT by placing at CONSULTANT's disposal all available information in the OWNER'S possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project
 - (d) Arrange for access to and make all provisions for CONSULTANT to enter the site to perform the services to be provided by CONSULTANT under this Agreement; and
 - (e) Provide notice to CONSULTANT of any deficiencies or defects discovered by the OWNER with respect to the services to be rendered by CONSULTANT hereunder.
- 3.3. CONSULTANT acknowledges that access to any work site, to be arranged by OWNER for CONSULTANT, may be provided during times that are not the normal business hours of the CONSULTANT.
- 3.4. OWNER shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the work and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

5.4. Total compensation for all services and expenses shall not exceed the limit listed upon each Work Order without written approval.

5.5. Payments for Basic Services, Additional Basic Services, Subcontractual Services, and Reimbursable Expenses as defined in Section V, shall be made upon presentation of the CONSULTANT's County-approved itemized invoice.

5.6. Records of Reimbursable Expenses and Expenses pertaining to Additional Basic Services on the Work Order shall be kept on a generally recognized accounting basis and shall be available and provided to the Lee County MPO with submittal of invoices.

ARTICLE SIX OWNERSHIP OF DOCUMENTS

6.1. Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by CONSULTANT under this Agreement shall be delivered to and become the property of OWNER. CONSULTANT, at its own expense, may retain copies for its files and internal use. OWNER agrees to indemnify and hold harmless CONSULTANT with respect to any claim, loss or damage, including attorneys fees incurred by CONSULTANT due to the OWNER's use of said records, documents, tracings, plans, specifications, maps, evaluations, reports, computer disks and other technical data on some other work unless such use is authorized by CONSULTANT. Owner acknowledges that the Consultant's work under this Agreement produces instruments of professional services, not products.

6.2. With respect to and in consideration for the indemnification provided by OWNER in paragraphs 6.1. above, CONSULTANT agrees to pay to OWNER \$10.00, the sufficiency and receipt of which is acknowledged through the signing of this Agreement.

ARTICLE SEVEN MAINTENANCE OF RECORDS

7.1. CONSULTANT will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five (5) years from the date of termination of this Agreement or the date the work is completed, whichever is later. OWNER, or any duly authorized agents or representatives of OWNER, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE EIGHT INDEMNIFICATION.

8.1. The Consultant will indemnify, defend, and hold harmless the MPO and Southwest Florida Regional Planning Council and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense to the extent arising out of any negligent act, error, or omission by the Consultant, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the Consultant, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any negligent act, error, or omission by the MPO or any of its officers, agents or employees during the performance of the Agreement.

When the MPO receives a notice of claim for damages that may have been caused by the Consultant in the performance of services required by the Consultant under this agreement, the MPO will immediately forward the claim to the Consultant. The Consultant and the MPO will evaluate the claim and report their findings to each other within seven working days. The MPO and the Consultant will jointly discuss options in defending the claim. After reviewing the claim, the MPO will determine whether to require the participation of the Consultant in the defense of the claim or to require that the Consultant defend the MPO in such claim as described in this section. The MPO's failure to notify the Consultant of a claim within seven days will not release the Consultant from any of the requirements of this section upon subsequent notification by the MPO to the Consultant of the claim. The MPO and the Consultant will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict

9.6. Should at any time the CONSULTANT not maintain the insurance coverages required in this Agreement, the OWNER may cancel this Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the CONSULTANT for such coverages purchased. The OWNER shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the OWNER to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

ARTICLE TEN SERVICES BY CONSULTANT'S OWN STAFF

10.1. The services to be performed hereunder shall be performed by CONSULTANT's own staff, unless otherwise authorized in writing by the OWNER. The employment of, contract with, or use of the services of any other person or firm by CONSULTANT, as independent consultant or otherwise, shall be subject to the prior written approval of the OWNER. No provision of this Agreement shall, however, be construed as constituting an agreement between the OWNER and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against the OWNER beyond such as may otherwise exist without regard to this Agreement.

ARTICLE ELEVEN WAIVER OF CLAIMS

11.1. CONSULTANT's acceptance of final payment under any Work Order shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against OWNER arising out of this Agreement or otherwise related to the work, except those previously made in writing and identified by CONSULTANT as unsettled at the time of the final payment. Neither the acceptance of CONSULTANT's services nor payment by OWNER shall be deemed to be a waiver of any of OWNER's rights against CONSULTANT.

ARTICLE TWELVE TERMINATION OR SUSPENSION

12.1. CONSULTANT shall be considered in material default of this Agreement and such default will be considered cause for OWNER to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by OWNER, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONSULTANT or by any of CONSULTANT's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The OWNER may so terminate this Agreement, in whole or in part, by giving the CONSULTANT seven (7) calendar days written notice.

12.2. If, after notice of termination of this Agreement as provided for in paragraph 12.1 above, it is determined for any reason that CONSULTANT was not in default, or that its default was excusable, or that OWNER otherwise was not entitled to the remedy against CONSULTANT provided for in paragraph 12.1, then the notice of termination given pursuant to paragraph 12.1 shall be deemed to be the notice of termination provided for in paragraph 12.3 below and CONSULTANT's remedies against OWNER shall be the same as and limited to those afforded CONSULTANT under paragraph 12.3 below.

12.3. OWNER shall have the right to terminate this Agreement, in whole or in part, without cause upon seven (7) calendar days written notice to CONSULTANT. In the event of such termination for convenience, CONSULTANT's recovery against OWNER shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by CONSULTANT that are directly attributable to the termination, but CONSULTANT shall not be entitled to any other or further recovery against OWNER, including, but not limited to, anticipated fees or profits on work not required to be performed.

12.4. Upon termination, the CONSULTANT shall deliver to the OWNER all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

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

ARTICLE SEVENTEEN MISCELLANEOUS

17.1. CONSULTANT, in representing OWNER, shall promote the best interest of OWNER and assume towards OWNER a duty of the highest trust, confidence, and fair dealing.

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

17.3. This Agreement is not assignable, in whole or in part, by CONSULTANT without the prior written consent of OWNER.

17.4. 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.

17.5. The headings of the Articles, Schedules, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Schedules, Parts and Attachments.

17.6. This Agreement, initially consisting of 14 continuously numbered pages including the referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

17.7 COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the attached component parts, all of which are as fully a part of the contract as if herein set out verbatim: **Contractor's Proposal, RFP #MPO 2003-00** "Annual Contract for Transportation Planning Consultant Services", Consultant's Fee Schedule "A", Insurance Coverage Schedule "B", Truth in Negotiation Schedule "C".

17.8. It is the parties intention that the CONSULTANT will be an independent contractor and not the OWNER'S employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida Revenue and Taxation Law, Florida Workers Compensation Law and Florida Unemployment Insurance Law. CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT activities and responsibilities hereunder. The contractor agrees that it is a separate and independent enterprise from the OWNER, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between CONSULTANT and OWNER, and OWNER will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums."

17.9. The CONSULTANT will comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

ARTICLE EIGHTEEN APPLICABLE LAW

18.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Lee County, Florida.

SCHEDULE A

Lee County MPO Annual Contract for Transportation Planning Consultant Services

RFP # MPO 2003-001

CARTER & BURGESS TEAM

2003 Consultant Classification Rates

Rates are fully burdened and include overhead and FCCM

Firms							
Classifications	Carter & Burgess, Inc.	AECOM Consult, Inc.	Leftwich Consulting Engineers, Inc.	Gray-Calhoun & Associates, Inc.	Florida Transportation Engineering, Inc.	Cella & Associates	Transportation Planning Services, Inc.
President/ Project Manager		\$ 399.00	\$ 345.36				
VP/ Senior Manager/ Chief Engineer	\$ 208.00	\$ 255.00					
Assoc. VP/ Manager/ Principal Engineer	\$ 175.00	\$ 160.00		\$ 160.00			
Senior Consultant/ Professional Engineer	\$ 149.00	\$ 128.00	\$ 120.17		\$ 102.05	\$ 136.13	
Lead Consultant/ Senior Transportation Engineer/ Senior Professional	\$ 117.00	\$ 106.00	\$ 100.40	\$ 135.00	\$ 86.60	\$ 106.24	\$ 87.50
Professional/ Senior ITS Manager				\$ 95.00		\$ 92.32	
Jr. Transportation Engineer/ Planner	\$ 86.00		\$ 76.66	\$ 70.00	\$ 51.03	\$ 79.74	
GIS/ CADD Graphic Tech Analyst	\$ 70.00	\$ 94.00	\$ 55.26				
Transportation Specialist/ Field Technician	\$ 67.00		\$ 60.08		\$ 38.27		
Contract Management/ Administration	\$ 59.00		\$ 78.73			\$ 63.87	
Clerical/ Data Processor			\$ 39.37	\$ 40.00	\$ 39.02		
Lodging*	Actual	\$ 70.00	\$ 50.00	Actual	Actual	Actual	\$ 70.00
Per Diem*	\$ 50.00	\$ 42.00	\$ 50.00	\$ 30.00	\$ 21.00	\$ 21.00	\$ 42.00
Mileage Rate (per mile)	\$ 0.36	\$ 0.36	\$ 0.29	\$ 0.29	\$ 0.29	\$ 0.29	\$ 0.36

US GSA CONUS Rates for Lee County are \$70.00 for lodging and \$42.00 per diem.

Contract rates will include annual escalation for multiple year contracts.

(2.) The Consultant/Professional shall continue this coverage for this Project for a period of not less than five (5) years following completion and acceptance of the Project by the Owner.

END OF SCHEDULE B.

SCHEDULE C
TRUTH-IN-NEGOTIATIONS CERTIFICATE


Project Name: Lee County MPO Annual Contract for Transportation Consultant Services

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the MPO determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the MPO, whichever is later.

Carter-Burgess Corporation

Name of Consultant

By: 
Frank Carile, Senior Vice-President

12/16/03
Date

**INTERLOCAL AGREEMENT FOR COOPERATION ON TRANSIT STUDIES
BY AND BETWEEN LEE COUNTY, FLORIDA AND THE
LEE COUNTY METROPOLITAN PLANNING ORGANIZATION**

THIS INTERLOCAL AGREEMENT is made and entered into this 24th day of May 2005, by and between LEE COUNTY, a political subdivision and charter county of the State of Florida, hereinafter referred to as "County," acting by and through its Board of County Commissioners, the governing body thereof, and the LEE COUNTY METROPOLITAN PLANNING ORGANIZATION, an intergovernmental transportation planning agency, acting by and through its governing body; collectively the "Parties" hereto:

RECITALS:

WHEREAS, both the County and the Metropolitan Planning Organization are duly empowered pursuant to Florida Statutes, in particular, Section 163.01, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the Parties to this Interlocal Agreement desire to participate cooperatively with the Metropolitan Planning Organization of the Cape Coral Urbanized Area in the performance of comprehensive transportation planning and programming processes;

WHEREAS, the Metropolitan Planning Organization is entering into a Joint Participation Agreement with the Florida Department of Transportation to undertake professional transportation planning and project processes related to the development of transit services for Lee County; and

WHEREAS, the County and the Metropolitan Planning organization are working in partnership to contract for professional planning services described herein; and

WHEREAS, the County and the Metropolitan Planning Organization find that entering into this Interlocal Agreement serves a public purpose and is to the public's benefit.

NOW THEREFORE, in consideration of the above recitations and the mutual covenants herein set forth, the Parties hereto mutually agree as follows:

SECTION ONE: Purpose

The purpose and intent of this Interlocal Agreement is to define the terms and conditions by which the Parties will provide for County participation in the Joint Participation Agreement for professional transportation planning and project processes for development of transit services.

The Parties agree that the above named Parties will enter into this Interlocal Agreement. This Interlocal Agreement shall be binding only upon the Parties that execute this Interlocal Agreement. No Party that executes this Interlocal Agreement shall be bound by its terms to any third party who has not entered into this Interlocal Agreement.

SECTION TWO: Professional Transportation Planning and Project Process

- A. Lee County will prepare the scope of work for each work order.
- B. If requested by Lee County, the Metropolitan Planning Organization will submit the Request for Proposals for the procurement and award of professional planning services to the consultants it has under contract. The Metropolitan Planning Organization will provide copies of the proposals submitted by its consultants to Lee County for its review and consult with Lee County on the ranking and selection of the consultant to be awarded the work order.

- C. Lee County will be included in the negotiations with the consultants on the terms of the final work order.
- D. All Studies will be completed in accordance with the scope of work provided by the Metropolitan Planning Organization and agreed to by the consultant.
- E. The Metropolitan Planning Organization will coordinate, manage and otherwise direct the professional planning services.

SECTION THREE: Scope of Services

- A. Under this agreement the County will partner with the Metropolitan Planning Organization to undertake professional and technical planning services through the issuance of work orders with an established scope of work and budget.
- B. The County has identified certain studies for coordination and participation with the Metropolitan Planning Organization including an Economic Impact Study to supplement the Transit Authority Consensus Building and Action Plan Study, the 2006 major update to the Transit Development Plan, a Bus Rapid Transit Feasibility Study, a Fare Structure Analysis, a Travel Demand Study and other necessary studies.

SECTION FOUR: Compensation and Method of Payment

- A. The County agrees to pay the Metropolitan Planning Organization for costs incurred to carry out the professional planning services once the County approves a negotiated scope of work.

- B. Payment will be made by the County to the Metropolitan Planning Organization within 30 days of completion of the scope of work and issuance of a letter of acceptance of the body of work by the Director of the Transit Department.
- C. The County's share of the cost will be funded in the Country's budget for the Transit Department.

SECTION FIVE: Monitoring, Audit

All cost records and accounts shall be subject to audit by representative(s) of either the Metropolitan Planning Organization or the County at their election, during normal work hours and upon reasonable notice. Said records and accounts shall be made available at the respective Party's offices at a location in Lee County, Florida.

SECTION SIX: Modifications, Dispute Resolution and Termination

- A. All modifications to this Interlocal Agreement hereto must be in writing and signed by both Parties with the same formality as that contained herein.
- B. Any disputes arising from this Agreement which cannot be resolved by the Parties may be settled through arbitration of the disputed matters by following the procedures as set forth in Section 44.104, Florida Statutes, or the Parties may utilize any other legal remedies available to them with respect to the disputed matters.
- C. Either Party may terminate this Agreement for any reason by giving the non-terminating party thirty (30) days written notice of its cancellation.

SECTION SEVEN: Liability and Insurance

Parties agree that by execution of the Agreement, no Party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for in Section 768.28, Florida Statutes, as may be revised or amended from time to time.

SECTION EIGHT: Notices

All written notices to the Metropolitan Planning Organization and the County under this Interlocal Agreement shall be directed to the following address:

For the MPO: Glen H. Ahlert, Staff Director
Lee County Metropolitan Planning Organization
1926 Victoria Avenue
Fort Myers, Florida 33901

For the County: Steven L. Myers, Director
Lee County Transit Department - LeeTran
6035 Landing View Road
Fort Myers, Florida 33907

SECTION NINE: Severability

If any provision of this Interlocal Agreement is held invalid, the remainder of the Interlocal Agreement shall not be affected thereby and all other parts of this Interlocal Agreement shall nevertheless be in full force and effect.

SECTION TEN: Filing

This Interlocal Agreement and any subsequent amendments hereto shall be filed with the Lee County Clerk of the Circuit Court, Minutes Department and the Lee County Metropolitan Planning Organization.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Interlocal Agreement to be executed on the date and year first above written.

Attest: Charlie Green
Clerk of the Courts

By: *Maria A. Peice*
Deputy Clerk



Attest: Southwest Florida Regional
Planning Council (MPO staff agency)

By: *DYB*
David Y. Burr, Executive Director

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: *[Signature]*
Title: Chairman

Approved as to form:

By: *Andrew B. Jensen*
Office of the County Attorney

LEE COUNTY METROPOLITAN
PLANNING ORGANIZATION

By: *[Signature]*
Title: Chairman

Approved as to form:

By: *Andrew B. Jensen*
MPO Legal Council

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

Blue Sheet No. 20050641

1. ACTION REQUESTED/PURPOSE:

Approval of the Interlocal Agreement between Lee County and the Southwest Florida Regional Planning Council acting through the Metropolitan Planning Organization (MPO) for assistance in completing professional transportation planning and project processes.

2. WHAT ACTION ACCOMPLISHES:

The Interlocal Agreement between Lee County and the MPO allows for coordination of transportation planning activities utilizing contacts negotiated by the MPO. The agreement provides for payment of these services by Lee County Transit.

3. MANAGEMENT RECOMMENDATION: Approve the attached Interlocal Agreement.

4. Departmental Category: <u>C6D</u>		5. Meeting Date: <u>05-24-2005</u>
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input type="checkbox"/> Other	
		8. Request Initiated:
		Commissioner _____
		Department <u>Independent</u>
		Division <u>Transit</u>
		By: <u>Steve Myers</u>

9. Background:

LeeTran is in the process of conducting several studies including an Economic Impact Study to supplement the Transit Governance and Consensus Building Study, the 2006 major update to the Transit Development Plan, a Bus Rapid Transit Feasibility study, a Fare Analysis and a Travel Demand study. Completion of these studies must be coordinated so that data is validated and informs the master planning documents. The MPO has retained pre-qualified consultants through a competitive selected process to provide technical transportation planning services that will be made available to LeeTran under this Interlocal Agreement. The use of these consultants will result in an expedited process for soliciting proposals, avoid duplication of review by the state and the MPO and allow for greater coordination of the data. LeeTran has applications pending with FDOT for participation in the funding of several of these studies. LeeTran will obtain Board Approval prior to awarding studies which exceed departmental authorization.

Funds have been programmed in the FY 2006 Budget for the completion of studies.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
<u>5/9/05</u>				<u>S. Myers</u>	Analyst <u>5/10/05</u>	Risk <u>5/10/05</u>	Grants <u>5/10/05</u>	<u>AS 5/10/05</u>

11. Commission Action:

Approved
 Deferred
 Denied
 Other XC: Steve Carnes
nick

Rec. by Coltly
 Date 5/10/05
 Time: 1:45
 Forwarded To: CO. Admin
5/10/05

RECEIVED BY COUNTY ADMIN: MM
5-10-05
4:06
 COUNTY ADMIN: MM
 FORWARDED TO: 5/10/05
SPM

