

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

Blue Sheet No. 20060014

1. ACTION REQUESTED/PURPOSE: Award Professional Services Agreement for CN-05-17 ORTIZ AVENUE FOUR LANING, to AIM Engineering & Surveying, Inc., in the total not-to-exceed amount of \$2,336,531.73. Also authorize Chairwoman to execute the agreement on behalf of the Board. This project was anticipated and funds are available.

2. WHAT ACTION ACCOMPLISHES: Provides Lee County with a Consultant for the four-laning of Ortiz Avenue from Martin Luther King (MLK) Jr. Boulevard (S.R. 82) to Palm Beach Boulevard (S.R. 80). This project includes survey and right-of-way maps, roadway plans, utility coordination and production of utility relocation plans, access management plans, lighting and signal design, bridge design (widening), preparation of cost estimates, bid documents, contract documents and obtaining all government permits necessary for the construction of this project.

3. MANAGEMENT RECOMMENDATION: Staff Recommends Approval.

4. Departmental Category: 09 Transportation **C9B** **5. Meeting Date:** **01-31-2006**

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 checked="" type="checkbox"/> Admin. Code AC-4-4 <input type="checkbox"/> Other	8. Request Initiated: Commissioner _____ Department <u>Transportation</u> Division _____ By: <u>Scott Gilbertson, Director</u>
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9. Background:
 On August 9, 2005, the Board approved the ranking of consultants and authorized negotiations to commence with the number one ranked firm. The ranking was as follows: (1) AIM Engineering and Surveying; (2) Dyer, Riddle, Mills & Precourt; (3) Kisinger Campo & Associates.

Negotiations were successful with the number one ranked firm, AIM Engineering and Surveying, Inc., for the not-to-exceed amount of \$2,336,531.73.

Attachments: 1) Two (2) Professional Services Agreements for execution.

Funds are available in the following accounts: 20407218823.506540 and 20505618801.506540.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director	
<i>[Signature]</i> 1-13-06	<i>[Signature]</i>	N/A	<i>[Signature]</i> 1-13-06	<i>[Signature]</i> 1-17-06	Analyst <i>[Signature]</i> 1-18-06	Risk <i>[Signature]</i> 1-18-06	Grants <i>[Signature]</i> 1-18-06	Mgt. <i>[Signature]</i> 1-19-06	<i>[Signature]</i> 1-13-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
1-17-06
4:44
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
1-17-06
4:44

Rec. by CoAtty
Date: 1/17/06
Time: 3:30pm
Forwarded To: _____

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 20____, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and AIM Engineering, Inc. hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the professional design services of said CONSULTANT to provide and perform professional services as further described hereinafter concerning the Project to be referred to and identified as: CN-05-17 - ORTIZ AVENUE FOUR LANING, and

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

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

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

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

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

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

ARTICLE 2.00 - DEFINITIONS

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

2.01 COUNTY

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

2.02 CONSULTANT

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

2.03 PROFESSIONAL SERVICES

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

2.04 SUB-CONSULTANT

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

2.05 SUBCONTRACTOR

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

2.06 PROJECT

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

2.07 BASIC SERVICES

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

Date: 09/25/01

2.08 ADDITIONAL SERVICES

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

2.09 CHANGE ORDER

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

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

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

2.11 SUPPLEMENTAL TASK AUTHORIZATION

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

2.12 DEPARTMENT DIRECTOR

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

2.13 PROJECT MANAGER

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

2.14 LUMP SUM FEE(S)

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

2.15 NOT-TO-EXCEED FEE(S)

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

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

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

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

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

with the understanding and agreement that the CONSULTANT'S invoices and all payments to be made for all Not-to-Exceed amounts shall be subject to the review, acceptance and approval of the COUNTY; and

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

ARTICLE 3.00 - OBLIGATIONS OF THE CONSULTANT

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

3.01 LICENSES

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

3.02 PERSONNEL

(1) QUALIFIED PERSONNEL

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

(2) CONSULTANT'S PROJECT DIRECTOR

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

(3) REMOVAL OF PERSONNEL

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

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

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

3.04 STANDARDS OF PROFESSIONAL SERVICE

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

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) RESPONSIBILITY TO CORRECT

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

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

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

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

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

3.06 LIABILITY

(1) CONSULTANT TO HOLD COUNTY HARMLESS

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

3.07 NOT TO DIVULGE CERTAIN INFORMATION

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

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

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

Date: 09/25/01

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

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

3.09 RESPONSIBILITY FOR ESTIMATES

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

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

(3) Cost Estimates

(A) ORDER OF MAGNITUDE ESTIMATE

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

(B) BUDGET ESTIMATE

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

(C) CONSTRUCTION COST ESTIMATE.

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

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

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

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

(C) CONSTRUCTION COST ESTIMATE.(Continued)

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

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

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

3.10 PERMITS

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

3.11 ADDITIONAL SERVICES

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

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

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

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

3.12 TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

3.13 COMPLETION OF TASKS

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

3.14 AFFIRMATIVE ACTION BY CONSULTANT WHEN ENGAGING SUB-CONSULTANTS

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

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

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

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

ARTICLE 4.00 - OBLIGATIONS OF THE COUNTY

4.01 DESIGNATION OF PROJECT MANAGER

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

4.02 AVAILABILITY OF COUNTY INFORMATION

(1) PROJECT GUIDELINES AND CRITERIA

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

4.02 AVAILABILITY OF COUNTY INFORMATION (Continued)

(2) COUNTY TO PROVIDE PERTINENT REFERENCE MATERIAL

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

4.03 AVAILABILITY OF COUNTY'S DESIGNATED REPRESENTATIVES

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

4.04 ACCESS TO COUNTY PROPERTY

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

ARTICLE 5.00 - COMPENSATION AND METHOD OF PAYMENT

5.01 BASIC SERVICES

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

5.02 ADDITIONAL SERVICES

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

5.02 ADDITIONAL SERVICES (Continued)

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

5.03 METHOD OF PAYMENT

(1) MONTHLY STATEMENTS

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

(2) PAYMENT FOR SERVICES PERFORMED

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

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

(2) PAYMENT FOR SERVICES PERFORMED (Continued)

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

(3) PAYMENT SCHEDULE

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

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

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

5.05 PAYMENT WHEN SERVICES ARE SUSPENDED

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

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

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

Date: 09/25/01

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

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

ARTICLE 6.00 - TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

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

6.02 TIME OF PERFORMANCE

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

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

6.03 CONSULTANT WORK SCHEDULE

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

6.04 FAILURE TO PERFORM IN A TIMELY MANNER

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

ARTICLE 7.00 - SECURING AGREEMENT

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

ARTICLE 8.00 - CONFLICT OF INTEREST

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

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

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

ARTICLE 8.00 - CONFLICT OF INTEREST (Continued)

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

ARTICLE 9.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

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

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

ARTICLE 10.00 - APPLICABLE LAW

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

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

11.01 FOR PROJECTS WITH FUNDS APPROPRIATED FROM GENERAL LEE COUNTY REVENUES

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

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

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

ARTICLE 12.00 - WAIVER OF BREACH

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

ARTICLE 13.00 - INSURANCE

13.01 INSURANCE COVERAGE TO BE OBTAINED

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

13.01 INSURANCE COVERAGE TO BE OBTAINED (Continued)

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

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

<u>Service and/or work to be Provided and/or Performed</u>	<u>Indicate Name of Individual or Firm</u>
--	--

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

Geotechnical Services	Allied Engineering & Testing, Inc.
Structural Services	Kisinger Campo and Associates
Traffic Services	Gray-Calhoun and Associates
Traffic Services	McMahon and Associates
Traffic Services	Adams Traffic
Public Involvement Services	Cella and Associates
Drainage Services	Environ. Consulting & Technology, Inc.
Landscaping Services	Outside Productions, Inc.

13.01 INSURANCE COVERAGE TO BE OBTAINED Continued

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

13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

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

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

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

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

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

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

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

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

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

- (6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

- (7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the CONSULTANT shall furnish to the COUNTY renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the CONSULTANT to provide the COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate this Agreement.

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

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

13.03 - INSURANCE COVERAGES REQUIRED

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

(1) WORKERS' COMPENSATION

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

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

(2) COMMERCIAL GENERAL LIABILITY

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

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

(3) BUSINESS AUTOMOBILE LIABILITY

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

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

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

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

ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

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

ARTICLE 15.00 - REPRESENTATION OF THE COUNTY

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

ARTICLE 15.00 - REPRESENTATION OF THE COUNTY (Continued)

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

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

ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS (Continued)

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

ARTICLE 17.00 - MAINTENANCE OF RECORDS

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

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

ARTICLE 18.00 - HEADINGS

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

ARTICLE 19.00 - ENTIRE AGREEMENT

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

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

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

ARTICLE 19.00 - ENTIRE AGREEMENT (Continued)

- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated December 1, 2005.
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated December 1, 2005.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles", dated December 1, 2005.

ARTICLE 20.00 - NOTICES AND ADDRESS OF RECORD

20.01 NOTICES BY CONSULTANT TO COUNTY

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

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

20.02 NOTICES BY COUNTY TO CONSULTANT

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

AIM Engineering & Surveying, Inc.
(CONSULTANT'S Business Name)
5300 Lee Blvd.
(Street/P.O. Box)
Iehigh Acres, FL 33971
(City) (State) (Zip Code)
Telephone Number: 239.332.4569
Fax Number: 239.332.8734
ATTENTION: Mike Stewart
Project Director

20.03 CHANGE OF ADDRESS OF RECORD

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

ARTICLE 21.00 - TERMINATION

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

Date: 09/25/01

ARTICLE 21.00 - TERMINATION (Continued)

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

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

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

21.01 CONSULTANT TO DELIVER MATERIAL

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

ARTICLE 22.00 - AMENDMENTS

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

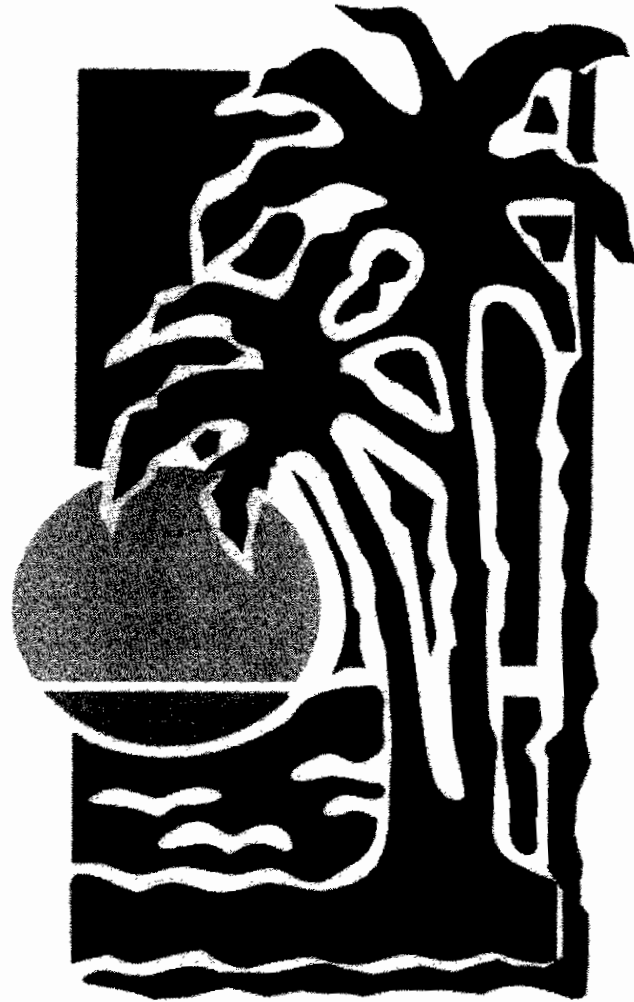
ARTICLE 23.00 - MODIFICATIONS

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

Date: 09/25/01

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SEPTEMBER 21, 2005



LEE COUNTY

SCOPE OF SERVICES

for

Ortiz Avenue

SR 82 (MLK Blvd.) to SR 80 (Palm Beach Blvd.)

ARTICLE 23.00 - MODIFICATIONS (Continued)

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

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

ARTICLE 24.00 - ACCEPTANCE

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

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

ATTEST:
CLERK OF CIRCUIT COURT
Charlie Green, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____

BY: _____
Chairwoman

DATE: _____

APPROVED AS TO FORM

BY: _____
County Attorney's Office

ATTEST:

AIM Engineering & Surveying, Inc.
(CONSULTANT)

Michael Butler
(witness)

BY: *James D. Hull*
(Authorized Signature)

Laurel...
(witness)

PRESIDENT
(Title)

DATE: 12/9/05

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES HIGHWAY AND BRIDGE/STRUCTURAL DESIGN

This Exhibit forms an integral part of the agreement between the Lee County Department of Transportation (hereinafter referred to as the DEPARTMENT) and AIM Engineering & Surveying, Inc (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Description: Ortiz Avenue, MLK Blvd. (SR 82) to Palm Beach Blvd. (SR 80)
Bridge No.: 12081 Billy Creek Bridge

1 PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the DEPARTMENT (Lee County Department of Transportation) in connection with the design and preparation of a complete set of construction contract plans and special provisions, if necessary, for:

- Roadway improvements to the transportation facility described herein
- Bridge/structural improvements for the structures identified herein

The general objective is for the CONSULTANT to prepare a set of plans to be used by the contractor to build the project, and by the DEPARTMENT to ensure the project is built as designed and to specifications. Elements of work shall include roadways, structures, intersections, geotechnical activities, surveys, drainage, signing and pavement markings, signalization, lighting, utility relocation, right-of-way maps and legal descriptions, maintenance of traffic, cost estimates, environmental permits, quantity computation books, and all necessary incidental items for a complete project.

The Scope of Services establishes which items of work described in the Florida Department of Transportation Plans Preparation Manual and other pertinent manuals to accomplish the work are specifically included in this contract, and also which of the items of work will be the responsibility of the CONSULTANT or the DEPARTMENT.

All plans and design documents are to be prepared with Standard English values in accordance with all applicable DEPARTMENT manuals and guidelines.

The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original recommendation may be required. The CONSULTANT is to incorporate these refinements into the design and will consider this effort to be an anticipated and integral part of the work. This will not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the DEPARTMENT and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file in accordance with DEPARTMENT procedures. It shall be the CONSULTANT's responsibility to utilize the very best engineering judgment, practices, and principles possible during the prosecution of the work commissioned under this contract.

The DEPARTMENT will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of the contract plans. The DEPARTMENT will provide job-specific information and/or functions as outlined in this contract.

2 PROJECT DESCRIPTION

The CONSULTANT shall investigate the status of the projects and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies. If a Preliminary Engineering Report is available from a prior or current Project Development and Environmental (PD&E) study, the CONSULTANT shall use the approved concepts as a basis for the design unless otherwise directed by the DEPARTMENT.

The CONSULTANT shall incorporate the following into the design of this facility:

2.1 Roadway (Activities 3.0, 4.0, and 5.0)

Public Involvement: Two public meetings-one at 30% and one at 90%

Joint Project Agreements: N/A

Value Engineering: N/A

Plan Type: Urban Plan & Profile

Typical Section: Design will be for a four lane urban sections with 11' lanes 4' bike path with 44 raised median and with sidewalks. Design shall consider a future 6 lane sections.

Pavement Design: One Pavement Design

Access Management Classification: Class III

Major Intersections/Interchanges: SR 80 (Palm Beach Blvd.), Tice Street, Lockett Road, Ballard Road, SR 82 (MLK Jr. Blvd.)

Level of TCP Plans: Design shall consider maintenance of traffic. Level 1 TCP with typical sections

Temporary Signals: Maintain existing signals

Temporary Lighting: Maintain existing lighting

Temporary Drainage: Existing drainage patterns shall be maintained during construction through DEPARTMENT approved methods.

Limits: SR 82 to SR 80

Variations/Exceptions: To be determined.

Back of Sidewalk Profiles: Yes

2.2 Drainage (Activity 6.0)

The drainage system will be storm sewer to off side ponds.

Two (2) pond sites are to be studied per basin

Mitigation is anticipated through the use of private mitigation banks.

2.3 Utilities (Activity 7.0)

The CONSULTANT is responsible for coordination with the individual utility companies to secure plan mark ups of existing utilities and to determine the disposition of each utilities along the project. The Consultant shall obtain utility relocation schedules for each of the utilities.

2.4 Environmental Permits (Activity 8)

Permits are expected from the United States Army Corps of Engineers (USACOE), the South Florida Water Management District (SFWMD), the Florida Department of Environmental Protection (FDEP) and the Florida Department of Transportation (FDOT).

2.5 Structures (Activities 9.0 – 18.0)

Bridge(s): Bridge 124081, Billy Creek

Type of Bridge Structure Work:

Construct a new southbound bridge over Billy's Creek to accommodate either an interim 4-lane section or the ultimate 6-lane section of Ortiz Avenue. The decision as to which alternate to take to final design will be based upon final approval of the typical section and direction from the DEPARTMENT. The existing northbound bridge will be retrofitted to provide for a designated pedestrian sidewalk with barriers that comply with the latest standards. The northbound bridge will also be widened to accommodate the ultimate 6-lane section if so directed by the DEPARTMENT.

The bridge shall be design per recommendation of the Bridge Hydraulic Report (BHR). The BHR shall be approved by Lee County Natural Resources, SFWMD, and the City of Ft. Myers. A Bridge Development Report will not be prepared as part of the design.

The signals at the intersections identified in Section 2.7 will require that structural design of the required mast arms and strain poles be provided. The intersection at SR 80 will require mast arms while the remaining intersections (TICE Street, Lockett Road, & Ballard Road) will utilize strain poles. Any other mast arms or strain poles at other intersections that are a result of the Traffic Studies will also be provided under these services.

2.6 Signing and Pavement Markings (Activity 19.0 & 20.0)

No overhead cantilever signs are anticipated for this project.

2.7 Signals (Activity 21.0 & 22.0)

Signalized Intersections: SR 80 (Palm Beach Blvd.), Tice Street, Lockett Road, Ballard Road). The following intersection will be re-designed using mast arms: SR 80. The remaining intersections of Tice, Lockett, and Ballard will be designed using concrete strain poles and span-wire.

Traffic Data Collection: In addition to the aforementioned intersections, Glenwood Avenue and Laredo Avenue will also be evaluated to determine if traffic signalization is warranted.

The CONSULTANT will collect traffic data at several locations throughout the project limits.

Seven-day bi-directional vehicular classification machine counts will be obtained along Ortiz Avenue:

Between SR 80 (Palm Beach Blvd.) and Lockett Road

Between Lockett Road and SR 82 (MLK Jr. Blvd.)

Twenty-hour bi-directional machine counts will be obtained for each approach to the following intersections:

SR 80 (Palm Beach Blvd.)

Tice Street

Glenwood Avenue

Lockett Road

Ballard Road

Laredo Avenue

Eight-hour manual turning movement counts will be conducted at all seven of the aforementioned intersections. The count times will be based on information obtained from the 24-hour approach counts.

In addition to the traffic data collection, the CONSULTANT will obtain crash data from the DEPARTMENT or local law enforcement for the entire project limits. The last three years of data will be analyzed and plotted to determine any historical trends.

Furthermore, the CONSULTANT will conduct a qualitative assessment of all intersections listed above during the a.m., off-peak and p.m. periods to observe the operation of the intersections and roadways.

Traffic Studies: Prepare a Traffic Operations Analysis report to include an analysis of the opening year (2010) and design year (2030) traffic conditions. The analyses will include daily, a.m. and p.m. peak hour conditions.

The CONSULTANT will develop design hour traffic volumes using the Lee MPO 2030 and supplemented by trend analyses where needed. Model files, set-up information, and available historical traffic count data will be provided to CONSULTANT by the Lee MPO, Lee DOT or FDOT as appropriate. The CONSULTANT will review the initial model outputs to determine if the results can be used "unadjusted" or if modifications to either the model or the forecasts must be made.

The CONSULTANT will develop turning movement forecasts based upon approved and/or planned land use project data. Available Traffic Impact Studies will be provided the DEPARTMENT. After completing the appropriate analyses, the CONSULTANT will develop lane configuration/geometric recommendations for existing and planned signalized intersections within the projects limits.

An access management plan that is consistent to the maximum extent feasible with the FDOT access management guidelines will be established by the CONSULTANT. The CONSULTANT will research and compile existing corridor information (i.e., land use data) and consider future development potential for those parcels of land that are not yet the subject of an approved development plan.

The CONSULTANT will prepare a Traffic Signal Warrant Analysis for the following intersections along Ortiz Avenue: Glenwood Avenue and Laredo Avenue. The analysis will be conducted in accordance with the Federal Highway Administrations *Manual on Uniform Traffic Control Device*, latest edition.

Count Stations: N/A

2.8 Lighting (Activity 23.0 & 24.0)

Lighting will be required for the entire length of the project.

2.9 Landscape Architecture (Activity 25.0 & 26.0)

Landscaping will be required for the length of the project.

2.10 Survey (Activity 27.0)

Design Survey: Provide survey from 500 feet North of SR 80 to SR 82 (MLK Blvd). Survey will extend 500' East & West of all signalized intersecting and major intersections, and 150' down side streets.

Subsurface Utility: Locations will be determined and cost to be included in supplement if necessary.

Right of Way Survey: Through design survey limits

2.11 Photogrammetry (Not applicable to this project)

2.12 Mapping (Activity 29.0)

Control Survey Map: Through design survey limits

Right-of-Way Map: Through design survey limits

Maintenance Map: (Not applicable to this project)

Miscellaneous Items: (Not applicable to this project)

2.13 Geotechnical (Activity 30.0)

The CONSULTANT shall provide all Geotechnical services described in Section 30.

2.14 Architecture (Not applicable to this project)

2.15 Project Schedule

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for DEPARTMENT and CONSULTANT activities required to meet the current DEPARTMENT Production Date.

The schedule shall reflect three weeks for Departments reviews.

Periodically, throughout the life of the project, the schedule and curves shall be reviewed and, with the approval of the DEPARTMENT, adjusted as necessary to incorporate changes in the work concept and progress to date.

The approved schedule and schedule status report, along with progress and payout curves, shall be submitted with the monthly progress report.

The schedule shall be submitted in Suretrak, Primavera, or system-compatible format.

2.16 Submittals

The CONSULTANT shall furnish plans and documents as required by the DEPARTMENT to adequately control, coordinate, and approve the plans. The CONSULTANT shall distribute phase submittals as directed by the DEPARTMENT.

The CONSULTANT shall provide copies of the required plans and documents as listed below. These are the anticipated printing requirements for the project.

30%, 60%, 90%, 100%, and final plans	6 copies
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Right of Way Maps

Preliminary	3 copies
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Final	6 copies
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Reports

Typical Section	2 copies
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Pavement Design	2 copies
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Design Documentation	2 copies
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Computation Book	3 copies
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Access management Report	2 copies
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Geotechnical Report	2 copies
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2.17 Provisions for Work

All maps, plans and designs are to be prepared with English values in accordance with all applicable current DEPARTMENT manuals, memorandums, guidelines and other documents listed below:

General

- o Florida Statutes

- Florida Administrative Codes
- Florida Department of Transportation Project Development and Environmental Manual
- Florida Department of Transportation Plans Preparation Manual
- Florida Department of Transportation Standard Specifications for Road and Bridge Construction
- Florida Department of Transportation Handbook for Preparation of Specifications Package
- Florida Department of Transportation Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual, Rev. Ed. 1982
- CADD Production Criteria Handbook
- CADD Manual
- Florida's Level of Service Standards and Guidelines Manual for Planning
- Equivalent Single Axle Load Guidelines
- Design Traffic Procedure
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Department of Transportation Basis of Estimates Manual
- Quality Assurance Guidelines
- Safety Standards
- Rule 61G17-6, F.A.C., Minimum Technical Standards for Professional Surveyors and Mappers
- Department of Environmental Protection Rules Governing Mean High Water and Jurisdictional Line Surveys
- Any special instructions from the DEPARTMENT
- Utility Accommodations Guidelines
- Policy for Geometric Design of Highways and Streets
- Florida Department of Transportation Materials Manual
- Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- 40 CFR, Part 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
- 40 CFR, Part 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
- 40 CFR, Part 763, Subpart G – Asbestos Worker Protection, EPA
- 29 CFR, Part 1910.1101 – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
- 29 CFR, Part 1926, 1101 – Asbestos Standard for Construction, OSHA
- Ch. 62257, F.A.C. – Asbestos Program, Florida Department of Environmental Protection (DEP)
- Ch. 469, F.S. – Asbestos Abatement, Florida Department of Business and

Professional Regulation (DBPR)

- Model Guide Specifications – Asbestos Abatement and Management in Buildings, National Institute for Building Sciences (NIBS)

Permits

- Chapter 373, F.S.
- Bridge Permit Application Guide, COMDT PUB P16591.3B
- Building Permit

Drainage

- Drainage Manual
- Drainage Handbooks
- Storm Drain
- Optional Pipe Materials
- Stormwater Management Facility
- Cross Drain
- Erosion and Sediment Control
- Hydrology
- Temporary Drainage Handbook

Survey

- Location Survey Manual
- Highway Field Survey Specifications
- Automated Survey Data Gathering
- Outline Specifications for Aerial Surveys and Photogrammetry for Transportation Projects
- Standards for Consultant-Submitted G.P.S. Static Control Projects
- EFB User Guide
- Chapter 472, F.S.
- Chapter 177, F.S.
- FDEP Bureau of Surveying and Mapping

Traffic Operation Manuals

- American Disabilities Act
- AASHTO - Guide for Development of Bicycle Facilities
- Federal Highway Administration Standard Highway Signs Manual
- Florida Department of Transportation Traffic Engineering Manual
- Florida Department of Transportation Manual on Uniform Traffic Studies (MUTS)
- National Electrical Code
- National Electric Safety Code

- Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD)
- Minimum Specifications for Traffic Control Signal Devices
- Florida Department of Transportation - Florida Roundabout Guide
- FHWA - Roundabouts: An Informational Guide
- Florida Department of Transportation Median Handbook
- AASHTO - An Information Guide for Highway Lighting

Mapping

- Right-of-Way Mapping
- Florida Department of Transportation Right-of-Way Handbook
- Florida Department of Transportation Right-of-Way Manual

Structures

- AASHTO Standard Specifications for Highway Bridges and Interims (for curved steel bridges and pedestrian bridges only)
- AASHTO LRFD Bridge Specifications and Interims
- AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
- AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, dated 1994
- AASHTO LRFD Guide Specifications for Steel Curved Girder Bridges
- AASHTO Guide Specifications for Horizontally Curved Highway Bridges
- AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
- AASHTO Guide Specifications for Design of Pedestrian Bridges
- AASHTO Guide Specifications for Structural Design of Sound Barriers
- Florida Department of Transportation Structures Design Guidelines
- Florida Department of Transportation Structures Detailing Manual
- Florida Department of Transportation Structures Standard and Semi-Standard Drawings
- Florida Department of Transportation Structures Design Office Temporary Design Bulletins (available on Florida Department of Transportation Structures web site only)
- Florida Department of Transportation Preferred Details (available on Florida Department of Transportation Structures web site only)
- Florida Department of Transportation - New Directions For Florida Post-Tensioned Bridges Volumes 1-5
- Florida Department of Transportation Bridge Load Rating Permitting And Posting Manual

Geotechnical

- Soils and Foundation Handbook
- Manual of Florida Sampling and Testing Methods

Landscape Architecture

- Florida Highway Landscape Guide

2.18 Services to be Performed by the DEPARTMENT

When appropriate the DEPARTMENT will provide those services and materials as set forth below:

- Furnish standard DEPARTMENT monuments for the bench line.
- Regarding Environmental Permitting Services:
 - Approve all contacts with environmental agencies.
 - Provide general philosophies and guidelines of the DEPARTMENT to be used in the fulfillment of this contract. Objectives, constraints, budgetary limitations, and time constraints will be completely defined by the Project Manager.
 - Provide the appropriate signatures on application forms.
 - Submit permit to environmental agencies
 - Provide payment for all permits.
- Provide letters of authorization designating the CONSULTANT as an agent of the DEPARTMENT in accordance with F.S. 327.274.
- Provide phase reviews of roadway plans.
- Furnish an approved Environmental Document when available.
- Furnish all future information that may come to the DEPARTMENT during the term of the CONSULTANT's Agreement, which in the opinion of the DEPARTMENT is necessary for the prosecution of the work.
- Furnish available traffic and planning data.
- Furnish all approved utility relocations.
- Provide acquisition of any necessary title searches.
- Provide project data currently on file.
- Provide engineering standards and review services.
- Provide all available information in the possession of the DEPARTMENT pertaining to utility companies whose facilities may be affected by the proposed construction.
- Provide all future information that may come to the DEPARTMENT pertaining to subdivision plans so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right-of-way.
- Provide systems traffic for Projected Design Year, with K, D, and T factors. (If Available)
- Provide existing right-of-way maps.

- PD&E documents.
- Design Reports

3 PROJECT COMMON and PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities, 4.0 Roadway Analysis through 32.0 Noise Impact Design Assessment. These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project.

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications.

A Technical Special Provision shall not modify the first nine sections of the Standard Specifications and implemented modifications in any way. All modifications to other sections must be justified to the appropriate Office to be included in the project's specifications package, typically as special provisions and not as Technical Special Provisions.

The Technical Special Provisions shall be technical in nature and shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to the Department for initial review at the time of the Phase III plans review submission to the DEPARTMENT's Project Manager. This timing will allow for adequate processing time prior to final submittal. Final Technical Special Provisions shall be signed and sealed in accordance with applicable Florida Statutes.

The CONSULTANT shall contact the appropriate Office for details of the current format to be used before starting preparations of Technical Special Provisions.

Field Reviews: Includes all trips required to obtain necessary data for all elements of the project.

Technical Meetings: Includes meetings with DEPARTMENT and/or Agency staff, between disciplines and subconsultants, such as access management meetings, pavement design meetings, local governments, railroad companies, progress review meetings (phase review), and miscellaneous meetings.

Quality Assurance/Quality Control: It is the intention of the DEPARTMENT that design CONSULTANTS are held responsible for their work, including plans review. Detailed checking of CONSULTANT plans or assisting in designing portions of the project for the CONSULTANT is not the intent of having external design consultants. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the Plans Preparation Manual, that state and federal design criteria are followed with the DEPARTMENT concept, and that the CONSULTANT submittals are complete.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project. The CONSULTANT shall submit a Quality Control Plan for approval within 20 (twenty) calendar days of the written Notice to Proceed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor that performed the Quality Control review will sign a statement certifying that the review was conducted.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

Supervision: Includes all efforts required to supervise all technical design activities.

Coordination: Includes all efforts to coordinate with all disciplines of the project to produce a final set of construction documents.

Project General Tasks

Project General Tasks, described in Sections 3.1 through 3.7 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the CONSULTANT when included in the project scope.

3.1 Public Involvement

Public involvement is an important aspect of the project development process. Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. Property owners adjacent to the project, including those not subject to right-of-way acquisition shall be informed about the project.

3.2 Joint Project Agreements (Not applicable to this project)

3.3 Specification

The CONSULTANT shall prepare and provide a complete specifications package, including applicable Technical Special Provisions, for all items and areas of work.

The necessary workbook and electronic files, in Microsoft Word 2000 format, for proper completion of the specifications package must be obtain by the consultant. The actual work effort will entail utilization of the supplied electronic files, including updates of new files that may be issued from time to time as mandatory specifications changes, and assembling the package in accordance with the DEPARTMENT's Specification Package Preparation Training. The DEPARTMENT may also require inclusion of special provisions necessary to convey particular DEPARTMENT needs.

The Standard Specifications, for Road and Bridge Construction and, Special Provisions or Supplemental Specifications from the applicable workbook of implemented modifications may not be modified unless absolutely necessary to control project-specific requirements. Proposed modifications to these listed documents must be drafted in redline strikethrough format along with justification of the project specific need, and coordinated with the Department, who will obtain Legal input, prior to inclusion in the final project specifications package.

The specifications package must be submitted for initial review at least 30 days prior to the contract package submittal. This submittal does not require signing and sealing and shall be coordinated through the Department's Project Manager. Submittal material shall consist of (1) the complete specifications package, (2) a copy of the marked-up workbook used to compile package, and (3) a copy of the final project plans.

Final submittal of the complete specifications package must occur at least 10 working days prior to the contract package to Lee County advertisement date. This submittal shall be electronically signed, dated, and sealed in accordance with applicable Florida Statutes.

3.4 Contract Maintenance

Contract maintenance includes project management effort for complete setup and maintenance of files, developing monthly progress reports, schedule updates, work effort to develop and execute subconsultant agreements, etc.

3.5 Value Engineering (Multi-Discipline Team) Review (Not applicable to this project)

3.6 Prime Project Manager Meetings

Includes only the Prime Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3.0 Project General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

3.7 Other Project General Tasks (Not applicable to this project)

4 Roadway Analysis

4.1 Typical Section Package

The CONSULTANT shall provide an approved Typical Section Package prior to the Phase I plans submittal date.

4.2 Pavement Design Package

The CONSULTANT shall provide an approved Pavement Design Package prior to the Phase II plans submittal date.

4.3 Access Management

The CONSULTANT shall incorporate access management standards for the project in coordination with County staff. The CONSULTANT shall review adopted access management standards and the existing access conditions to determine proposed signalized intersection spacing, proposed median opening spacing, and connection spacing. Median openings will be determined and shown on the conceptual plan sheets and submitted with supporting documentation for review with the initial phase/preliminary plans submittal. Currently, within the project limits, Martin Luther King, Jr. Boulevard (MLK)/SR-82 and Palm Beach Boulevard/SR-80, Ortiz Avenue, is an undivided corridor.

The CONSULTANT shall utilize the access management classification information derived by the FDOT, Lee County DOT, and other studies and public involvement activities for the project. The following tasks have been developed to complete the preliminary access management plan for Ortiz Avenue:

4.3.1 Access Management Plan

The Ortiz Avenue corridor is a principal arterial in the northeastern community of the City of Fort Myers. This primary two-lane undivided highway, between the project limits of SR-82/MLK and SR-80/Palm Beach Boulevard, primarily is bounded by residential communities.

A key component of this project will be development of an access management plan that will preserve the functional integrity of the local

roadway system, while providing safety to the public. The access management plan will require traffic data collection, assessment of access to and from adjacent properties, development of a median/access plan to control left-turns at signalized or unsignalized locations, permit U-turns, and safe ingress and egress to the corridor from the north and south.

Generally, we will follow the guidelines of Rule 14-75, as established for the FDOT for access management and in coordination with Lee County DOT. We will perform a review based on these guidelines, and those of the American Association of State Highway Organizations (AASHTO). Understanding that these guidelines may be more restrictive, given the local and/or prevailing conditions, recommendations will be provided to control access for safe access onto and exiting the corridor.

A linear sketch will be provided for a preliminary Access Management Plan and will list full median openings, directional median openings, etc. A stationing system will be assigned, so that reference station numbers/values can be associated with the median openings. We will submit the preliminary plan for client review and comment. Upon receipt of comments, we will incorporate any changes in the plan, and then prepare and submit the final Access Management Plan. This plan is to be reviewed by the County staff prior to submittal of the 30 percent plans.

The CONSULTANT shall also prepare and provide graphic representation of the access plan, and typical sections for purposes of providing detailed information for the public involvement program.

The CONSULTANT shall also, where requested, attend team or client meetings. For purposes of this task, we have assumed two meetings. One meeting at 30% plans for the purpose of access management. The other meeting at 90% plans.

The outcome of this task is as follows:

- 1) Preliminary Access Management Plan (coordinated with Prime CONSULTANT).
- 2) Final Access Management Plan (coordinated with Prime CONSULTANT).

4.4 Horizontal/Vertical Master Design Files

The CONSULTANT shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed,

capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management, PD&E documents and scope of work.

4.5 Cross Section Design Files

The CONSULTANT shall establish and develop cross section design files in accordance with the CADD manual.

4.6 Traffic Control Analysis

The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction of utilities when the contract includes Joint Project Agreements (JPAs).

The CONSULTANT shall investigate the need for temporary traffic signals, temporary lighting, alternate detour roads, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the DEPARTMENT. Prior to proceeding with the Traffic Control Plan, the CONSULTANT shall meet with the appropriate DEPARTMENT personnel. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

4.7 Master TCP Design Files

The CONSULTANT shall develop master Traffic Control Plan (TCP) files showing each phase of the Traffic Control Plan. Detailed TCP plans will not be included in the plans package.

4.8 Design Variations and Exceptions (Not applicable to this project)

4.9 Design Report

The CONSULTANT shall prepare all applicable report(s) as listed in the Project Description section of this scope.

The CONSULTANT shall submit to the DEPARTMENT design notes, data, and calculations to document the design conclusions reached during the development of the contract plans.

The design notes, data, and computations shall be recorded on size 8½"x11" sheets, fully titled, numbered, dated, indexed and signed by the designer and the checker. Computer

output forms and other oversized sheets shall be folded to 8½"x11" size. The data shall be in a hardback folder for submittal to the DEPARTMENT.

4.10 Computation Book and Quantities

The CONSULTANT shall prepare the Computation Book and various summaries of quantities sheets. This includes all efforts required to develop the Computation Book and the supporting documentation, including construction days when required.

4.11 Cost Estimate

4.12 Technical Special Provisions

4.13 Other Roadway Analysis (Not applicable to this project)

4.14 Field Reviews

4.15 Technical Meetings

4.16 Quality Assurance/Quality Control

4.17 Independent Peer Review (Not applicable to this project)

4.18 Supervision

4.19 Coordination

5 Roadway Plans

5.1 Key Sheet

5.2 Summary of Pay Items Including Quantity Input

5.3 Drainage Map (Not applicable to this project)

5.4 Interchange Drainage Map (Not applicable to this project)

5.5 Typical Section Sheets

5.6 General Notes/Pay Item Notes

5.7 Summary of Quantities

5.8 Box Culvert Data Sheet (Not applicable to this project)

5.9 Bridge Hydraulics Recommendation Sheets

5.10 Summary of Drainage Structures

- 5.11 Optional Pipe/Culvert Material (**Not applicable to this project**)
- 5.12 Project Layout (Not applicable to this project)
- 5.13 Plan/Profile Sheet
- 5.14 Profile Sheet (Not applicable to this project)
- 5.15 Plan Sheet (Not applicable to this project)
- 5.16 Special Profile
- 5.17 Back of Sidewalk Profile Sheet
- 5.18 Interchange Layout Sheet (Not applicable to this project)
- 5.19 Ramp Terminal Details (Plan View) (**Not applicable to this project**)
- 5.20 Intersection Layout Details
- 5.21 Miscellaneous Detail Sheets
- 5.22 Drainage Structure Sheet
- 5.23 Miscellaneous Drainage Detail Sheets
- 5.24 Lateral Ditch Plan/Profile (Not applicable to this project)
- 5.25 Lateral Ditch Cross Sections (**Not applicable to this project**)
- 5.26 Retention/Detention Ponds Detail Sheet
- 5.27 Retention Pond Cross Sections
- 5.28 Cross-Section Pattern Sheet
- 5.29 Roadway Soil Survey Sheet
- 5.30 Cross Sections
- 5.31 Traffic Control Plan Sheets (TCP to include typical sections and notes)
- 5.32 Traffic Control Cross Section Sheets (**Not applicable to this project**)
- 5.33 Traffic Control Detail Sheets (Not applicable to this project)
- 5.34 Utility Adjustment Sheets

- 5.35 Selective Clearing and Grubbing (**Not applicable to this project**)
- 5.36 Erosion Control Plan
- 5.37 SWPPP
- 5.38 Project Control Network Sheet (**Not applicable to this project**)
- 5.39 Interim Standards
- 5.40 Utility Verification Sheet (SUE Data) (**Not applicable to this project**)

6 DRAINAGE ANALYSIS

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the Florida Department of Transportation's Drainage Manual.

The CONSULTANT shall coordinate fully with the appropriate permitting agencies and the DEPARTMENT's staff. All activities and submittals should be coordinated through the DEPARTMENT's Project Manager. The work will include the engineering analyses for any or all of the following:

6.1 Determine Base Clearance Water Elevation

Analyze, determine, and document high water elevations which will be used to set roadway profile grade. Determine surface water elevations at cross drains, floodplains, outfalls and adjacent stormwater ponds. Determine groundwater elevations at intervals between the above-mentioned surface waters.

6.2 Pond Sitting Analysis and Report

Evaluate pond sites using a preliminary hydrologic analysis. Document the results and coordination for all of the project's pond site analyses. The Drainage Manual provides specific documentation requirements.

6.3 Design of Cross Drains

Analyze the hydraulic design of cross drains. Check existing cross drains to determine if they are structurally sound and can be extended. Document the design as required. Determine and provide flood data as required.

6.4 Design of Roadway Ditches (Not applicable to this project)

6.5 Design of Outfalls

Analyze and document the design of ditch or piped outfalls. (Pond outlet structure included in task 6.6)

6.6 Design of Stormwater Management Facility (Offsite Pond)

Design stormwater management facilities to meet requirements for stormwater quality treatment and attenuation. Develop proposed pond layout (shape, contours, slopes, etc.), perform routing calculations, and design the outlet control structure.

6.7 Design of Stormwater Management Facility (Roadside Ditch as Linear Pond) (Not applicable to this project)

6.8 Design of Flood Plain Compensation Area

Determine flood plain encroachments, coordinate with regulatory agencies, and develop proposed compensation area layout (shape, contours, slopes, etc.). Document the design following the requirements of the regulatory agency.

6.9 Design of Storm Drains

Develop a “working drainage map”, determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine Design Tailwater and, if necessary, outlet scours protection.

6.10 Optional Culvert Material (Not applicable to this project)

6.11 French Drain Design (Not applicable to this project)

6.12 Drainage Wells (Not applicable to this project)

6.13 Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except the Pond Sitting Analysis Report and Bridge Hydraulics Report.

6.14 Bridge Hydraulic Report

Calculate hydrology, hydraulics, scour, and deck drainage. Prepare report and the information for the Bridge Hydraulics Recommendation Sheet.

6.15 Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Provide documentation.

6.16 Cost Estimate

6.17 Technical Special Provisions

6.18 Other Drainage Analysis

Special profiles will be developed at the bridge and spread calculation made within this section of roadway.

6.19 Field Reviews

6.20 Technical Meetings

6.21 Quality Assurance/Quality Control

6.22 Independent Peer Review (Not applicable to this project)

6.23 Supervision

6.24 Coordination

7 UTILITIES

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring no conflicts exist between utility facilities and the DEPARTMENT's construction project. The CONSULTANT shall certify all utility negotiations have been completed with arrangements made for utility work to be undertaken.

7.1 Kickoff Meeting (Not applicable)

7.2 Identify Existing UAO(s)

Identify all utilities in the corridor; check with Maintenance for Permits, Sunshine State One Call, Subsurface Utility Engineering (SUE) Report, Design Location Survey, and Existing Plans.

7.3 Make Utility Contacts

First Contact: Send letters and two sets of plans to each utility, one set for the utility office, one set each to construction and maintenance if required. Includes contact by phone for meeting coordination. Request type, size, location, easements, cost for compensable relocation, and justification for any utility exceptions. Include the meeting schedule (if applicable) and the design schedule. Include typical meeting agenda.

Second Contact: At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall transmit two complete sets of Phase II plans to each UAO having facilities located within the project limits, and one set to the Department.

Third Contact: Identify agreements and assemble packages. Send agreements, letters and two sets of plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance if required. Include the design schedule. Not all projects will have all contacts as described above.

7.4 Exception Coordination

The CONSULTANT shall be responsible for transmitting/coordinating the appropriate design reports including, but not limited to, the Resurfacing, Restoration and Rehabilitation (RRR) report, Project Scope and/or the Concept Report (if applicable) to each UAO in order to identify any condition that may require a Utility Exception. The CONSULTANT shall coordinate the processing of design exceptions involving Utilities with the UAO and the DEPARTMENT. Coordinate and process per the UAM.

7.5 Preliminary Utility Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a preliminary utility meeting with all affected UAO(s) for the purpose of presenting the project, review the current design schedule, evaluate the utility information collected, provide follow-up information on compensable interest requests, discuss the utility work by highway contractor option with each utility, and discuss any future design issues that may impact utilities. This is also an opportunity for the UAO(s) to present proposed facilities. The CONSULTANT shall keep accurate minutes and distribute a copy to all attendees.

7.6 Individual/Field Meetings

The CONSULTANT shall meet with individual utility companies as necessary.

7.7 Collect and Review Plans and Data from UAO(s)

Make Determinations of any utility easements.

7.8 Subordination of Easements Coordination (Not applicable)

7.9 Utility Design Meeting

The CONSULTANT shall receive from each utility affected by the planned improvements one set of color coded plans depicting the disposition of their facilities.

The CONSULTANT shall transfer final utility location information to the plans that shall be included in the roadway plans package as Utility Adjustments Plan Sheets.

The CONSULTANT shall review each utility companies marked plans depicting the disposition of their facilities. The CONSULTANT shall prepare a utility conflict matrix

indicating conflicts with the utility facilities and proposed roadway construction, as well as existing/proposed utility facilities within the limits of the project.

7.10 Review Utility Markups and Work Schedules and Processing of Schedules and Agreements

Review utility marked up plans individually as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate DEPARTMENT office(s) for review and comment if required by the Department. Coordinate with the Department for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s). Coordinate programming of funds.

7.11 Utility Coordination/Follow-up

This includes follow-up, interpreting plans, and assisting and the completion of the UAO(s) work schedule and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. This task can be applied to all phases of the project.

7.12 Utility Constructability Review

Review utility schedules against construction contract time, and phasing for compatibility. Coordinate with and obtain written concurrence from the construction office.

7.13 Additional Utility Services

The CONSULTANT shall prepare the utility Adjustment sheets, notes, and details necessary to complete the Utility Adjustments plans.

7.14 Processing Utility Work by Highway Contractor (UWHC)

N/A

7.15 Contract Plans to UAO(s)

This includes transmittal of the contract plans as processed for letting. Transmittals to UAO(s) are by certified mail, return receipt requested.

7.16 Certification/Close-Out

This includes hours for transmitting utility files to the DUO and preparation of the Utility Certification Letter. The CONSULTANT shall certify to the appropriate DEPARTMENT representative the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, technical special provisions written, etc.) have been completed with arrangements made for

utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made and no utility work will be involved.

OR

Plans were sent to the Utility Companies/Agencies and no utility work is required.

7.17 Other Utilities

8 ENVIRONMENTAL PERMITS

The CONSULTANT shall notify the DEPARTMENT Project Manager, Environmental Permit Coordinator and other appropriate personnel in advance of all scheduled meetings with the regulatory agencies to allow a DEPARTMENT representative to attend. The CONSULTANT shall copy in the Project Manager and the Environmental Permit Coordinator on all permit related correspondence and meetings.

8.1 Preliminary Project Research

The CONSULTANT shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure that design efforts are properly directed toward permit requirements.

8.2 Complete Permit Involvement Form (Not applicable for this project)

8.3 Establish Wetland Jurisdictional Lines

The CONSULTANT shall collect all data and information necessary to determine the boundaries of wetlands and surface waters defined by the rules or regulations of each agency processing or reviewing a permit application necessary to construct a DEPARTMENT project.

The CONSULTANT shall be responsible for, but not limited to, the following activities:

Determine landward extent of state waters as defined in Chapter 62-340 FAC as ratified in Section 373.4211 FS

- Determine the jurisdictional boundaries of wetlands and surface waters as defined by rules or regulations of any other permitting authority that is processing a DEPARTMENT permit application.
- Prepare aerial maps showing the jurisdictional boundaries of wetlands and surface waters. Aerial maps shall be reproducible, of a scale no greater than

1"=200' and be recent photography. The maps shall show the jurisdictional limits of each agency. Xerox copies of aerials are not acceptable. All jurisdictional boundaries are to be tied to the project's baseline of survey. When necessary, jurisdictional maps shall be signed and sealed by either a Registered Professional Engineer or a Registered Land Surveyor.

- Acquire written verification of jurisdictional lines from the appropriate environmental agencies.

Prepare a written assessment of the current condition and relative value of the function being performed by wetlands and surface waters. Prepare data in tabular form which includes the ID number for each wetland impacted, size of wetland to be impacted, type of impact and identify any wetland within the project limits that will not be impacted by the project.

8.4 Agency Verification of Wetland Data

The CONSULTANT shall be responsible for verification of wetland data identified in Section 8.3 and coordinating regulatory agency field reviews, including finalization of wetland assessments with applicable agencies.

8.5 Complete and Submit All Required Permit Applications

The CONSULTANT shall prepare permit packages as identified in the Project Description section.

The CONSULTANT shall collect all of the data and information necessary to obtain the environmental permits required to construct a project.

The CONSULTANT shall prepare each permit application for DEPARTMENT approval in accordance with the rules and/or regulations of the environmental agency responsible for issuing a specific permit and/or authorization to perform work.

8.6 Prepare Dredge and Fill Sketches

8.7 Prepare USCG Permit Sketches (Not applicable for this project)

8.8 Prepare Easement Sketches (Not applicable for this project)

8.9 Prepare Right-of-Way Occupancy Sketches (Not applicable for this project)

8.10 Prepare Coastal Construction Control Line (CCCL) Permit Sketches (Not applicable for this project)

8.11 Prepare Tree Permit Information (Not applicable for this project)

8.12 Mitigation Coordination and Meetings

The CONSULTANT shall coordinate with DEPARTMENT personnel prior to approaching any environmental permitting or reviewing agencies. Once a mitigation plan has been

reviewed and approved by the DEPARTMENT, the CONSULTANT will be responsible for coordinating the proposed mitigation plan with the environmental agencies.

8.13 Mitigation Design (Not applicable for this project)

8.14 Environmental Clearances

The CONSULTANT shall prepare clearances for all pond and/or mitigation sites identified after the PD&E was completed.

Archaeological and Historical Features: The CONSULTANT shall collect data necessary to completely analyze the impacts to all cultural and historic resources by the pond and/or mitigation sites and prepare a Cultural Resource Assessment Request Package.

Wetland Impact Analysis: The CONSULTANT shall analyze the impacts to wetlands for the pond and/or mitigation sites and complete the Wetlands Evaluation Report.

Wildlife and Habitat Impact Analysis: The CONSULTANT shall collect data necessary to perform an Endangered Species Biological Assessment, and analyze the impacts to wildlife and habitat by the pond and/or mitigation sites.

Contamination Impact Analysis: The CONSULTANT shall perform the necessary analysis to complete the Contamination Screening Evaluation for the pond and/or mitigation sites and complete the Contamination Screening Evaluation Report.

8.15 Other Environmental Permits

8.16 Technical Meetings

8.17 Quality Assurance/Quality Control

8.18 Supervision

8.19 Coordination

9 STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS

The CONSULTANT shall analyze and design all structures in accordance with applicable provisions as defined in Section 2.17, Provisions for Work. Individual tasks identified in Sections 9 through 18 are defined in the Staff Hour Estimation Handbook and within the provision defined in Section 2.17, Provisions for Work. Contract documents shall display economical solutions for the given conditions.

The CONSULTANT shall provide Design Documentation to the DEPARTMENT with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall

adequately address the complete design of all structural elements. These calculations shall be neatly and logically presented on 8½"x11" paper (where possible) and all sheets shall be numbered. The final design calculations shall be signed and sealed by a Florida-registered professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

- 9.1 Index of Drawings
- 9.2 Project Layout
- 9.3 General Notes and Bid Item Notes
- 9.4 Incorporate Florida Department of Transportation Standards
- 9.5 Incorporate Report of Core Borings
- 9.6 Existing Bridge Plans
- 9.7 Computation Book and Quantities
- 9.8 Cost Estimate
- 9.9 Technical Special Provisions
- 9.10 Field Reviews
- 9.11 Technical Meetings
- 9.12 Quality Assurance/Quality Control
- 9.13 Independent Peer Review
- 9.14 Supervision
- 9.15 Coordination

10 STRUCTURES - BRIDGE DEVELOPMENT REPORT

10.1 through 10.48 not applicable.

11 STRUCTURES - TEMPORARY BRIDGE and tasks 11.1 – 11.8 are not applicable for this project.

12 STRUCTURES - SHORT SPAN CONCRETE BRIDGE

The CONSULTANT shall prepare plans for Short Span Concrete Bridge(s) at the location(s) specified in Section 2.5.

General Layout Design and Plans

- 12.1 Overall Bridge Final Geometry
- 12.2 Expansion/Contraction Analysis
- 12.3 General Plan and Elevation
- 12.4 Construction Staging
- 12.5 Approach Slab Plan and Details
- 12.6 Miscellaneous Details

End Bent Design and Plans

- 12.7 End Bent Geometry
- 12.8 End Bent Structural Design
- 12.9 End Bent Plan and Elevation
- 12.10 End Bent Details

Intermediate End Bent Design and Plans

- 12.11 Bent Geometry
- 12.12 Bent Stability Analysis
- 12.13 Bent Structural Design
- 12.14 Bent Plan and Elevation
- 12.15 Bent Details

Miscellaneous Substructure Design and Plans

12.16 Foundation Layout

Superstructure Design and Plans

12.17 Finish Grade Elevation Calculation

12.18 Finish Grade Elevations

Cast-In-Place Slab Bridges

12.19 Bridge Deck Design

12.20 Superstructure Plan

12.21 Superstructure Sections and Details

Prestressed Slab Unit Bridges

12.22 Prestressed Slab Unit Design

12.23 Prestressed Slab Unit Layout

12.24 Prestressed Slab Unit Details and Schedule

12.25 Deck Topping Reinforcing Layout

12.26 Superstructure Sections and Details

Reinforcing Bar Lists

12.27 Reinforcing Bar List

Load Rating

12.28 Load Ratings

- 13 STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE and tasks 13.1 – 13. 53 are not applicable for this project.**
- 14 STRUCTURES - STRUCTURAL STEEL BRIDGE and tasks 14.1 – 14. 61 are not applicable for this project.**
- 15 STRUCTURES - SEGMENTAL CONCRETE BRIDGE and tasks 15.1 – 15.78 are not applicable for this project.**
- 16 STRUCTURES - MOVABLE SPAN and tasks 16.1 – 16.102 are not applicable for this project.**
- 17 STRUCTURES - RETAINING WALL and tasks 17.1 – 17.21 are not applicable for this project.**

18 STRUCTURES - MISCELLANEOUS

Concrete Box Culverts

18.1 Concrete Box Culverts (Not applicable for this project)

18.2 Concrete Box Culverts Extensions (Not applicable for this project)

Strain Poles

18.4 Concrete Strain Poles

Mast Arms

18.5 Mast Arms

Overhead/Cantilever Sign Structure and tasks 18.5 – 18.10 are not applicable for this project.

High Mast Light Foundations and task 18.11 is not applicable for this project.

18.11 High Mast Lighting Structures (Not applicable for this project)

Sound Barrier Walls (Ground Mount) and tasks 18.12 – 18.18 are not applicable for this project.

Sound Barrier Walls (Ground Mount) and tasks 18.12 – 18.18 are not applicable for this

project.

18.19 To be Determined by Department (Not applicable for this project)

18.20 Other Structures (Not applicable for this project)

19 SIGNING AND PAVEMENT MARKING ANALYSIS

The CONSULTANT shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

19.1 Traffic Data Analysis

The CONSULTANT shall review the approved preliminary engineering report, typical section package, traffic technical memorandum and proposed geometric design alignment to identify proposed sign placements and roadway markings. Perform queue analysis.

19.3 Reference and Master Design File

The CONSULTANT shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.

19.4 Multi-Post Sign Support Calculations

The CONSULTANT shall determine the appropriate column size from the DEPARTMENT's Multi-Post Sign Program(s).

19.5 Sign Panel Design Analysis

Establish sign layout, letter size and series for non-standard signs.

19.6 Sign Lighting/Electrical Calculations

Includes the verification of photometrics on lighted, load center and voltage drop calculations.

19.7 Quantities

19.8 Computation Book

19.9 Cost Estimates

19.10 Technical Special Provisions

19.11 Other Signing and Pavement Marking Analysis

- 19.12 Field Reviews
- 19.13 Technical Meetings
- 19.14 Quality Assurance/Quality Control
- 19.15 Independent Peer Review (Not applicable for this project)
- 19.16 Supervision
- 19.17 Coordination

20 SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare a set of Signing and Pavement Marking Plans in accordance with the Plans Preparation Manual that includes the following.

- 20.1 Key Sheet
- 20.2 Summary of Pay Items
- 20.3 Tabulation of Quantities
- 20.4 General Notes/Pay Item Notes
- 20.5 Project Layout (Not applicable for this project)
- 20.6 Plan Sheet
- 20.7 Typical Details
- 20.8 Guide Sign Work Sheet(s)
- 20.9 Traffic Monitoring Site (Not applicable for this project)
- 20.10 Cross Sections
- 20.11 Special Service Point Details
- 20.12 Special Details
- 20.13 Interim Standards
- 20.14 Quality Assurance/Quality Control
- 20.15 Supervision

21 SIGNALIZATION ANALYSIS

The CONSULTANT shall analyze and document Signalization Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

21.1 Traffic Data Collection

The CONSULTANT shall perform all effort required for traffic data collection, including crash reports, 24-hour machine counts, 8-hour turning movement counts, and 7-day machine counts.

21.2 Traffic Data Analysis

The CONSULTANT shall prepare a Traffic Operations Analysis that determines the following: forecasted traffic conditions for opening (2010) and design (2030) year, intersection levels of services for those intersections previously identified, recommended geometry for each intersection studied, auxiliary turn lane storage lengths, signal operation plan, and local signal timings.

21.3 Signal Warrant Study

A Signal Warrant Analysis shall be conducted by the CONSULTANT for the following intersections along Ortiz Avenue: Glenwood Avenue and Laredo Avenue.

21.4 Systems Timings

Lee County will develop signal timing.

21.5 Reference and Master Signalization Design File

The CONSULTANT shall prepare the Signalization Design file to include all necessary design elements and all associated reference files.

21.6 Reference and Master Interconnect Communication Design File

The CONSULTANT shall prepare the Interconnect Communication Design file to include all necessary design elements and all associated reference files.

21.7 Overhead Street Name Sign Design

The CONSULTANT shall design internally illuminated overhead street name signs in accordance with the DEPARTMENTS standards.

21.8 Pole Elevation Analysis

21.9 Traffic Signal Operation Report

The CONSULTANT shall prepare a report which identified the intersection level of service, signal operating plan proposed and the initial controller timings required.

21.10 Quantities

21.11 Cost Estimate

21.12 Technical Special Provisions

21.13 Other Signalization Analysis

21.14 Field Reviews

The CONSULTANT shall collect information from the maintaining agencies and conduct a field review. The review should include, but is not limited to, the following:

Existing Signal and Pedestrian Phasing

- Controller Make, Model, Capabilities and Condition/Age
- Condition of Signal Structure(s)
- Type of Detection as Compared With Current Department Standards
- Interconnect Media
- Controller Timing Data

21.15 Technical Meetings

21.16 Quality Assurance/Quality Control

21.17 Independent Peer Review (Not applicable for this project)

21.18 Supervision

21.19 Coordination

22 SIGNALIZATION PLANS

The CONSULTANT shall prepare a set of Signalization Plans in accordance with the FDOT's Plans Preparation Manual and the DEPARTMENTS criteria, which includes the following.

22.1 Key Sheet

22.2 Summary of Pay Items

22.3 Tabulation of Quantities

22.4 General Notes/Pay Item Notes

- 22.5 Plan Sheet
- 22.6 Interconnect Plans
- 22.7 Traffic Monitoring Site (Not applicable for this project)
- 22.8 Guide Sign Worksheet
- 22.9 Special Details (Not applicable for this project)
- 22.10 Special Service Point Details (Not applicable for this project)
- 22.11 Mast Arm/Monotube Tabulation Sheet
- 22.12 Strain Pole Schedule
- 22.13 TCP Signal (Temporary)
- 22.14 Temporary Detection Sheet
- 22.15 Utility Conflict Sheet (Not applicable for this project)
- 22.16 Interim Standards (Not applicable for this project)
- 22.17 Quality Assurance/Quality Control
- 22.18 Supervision

23 LIGHTING ANALYSIS

The CONSULTANT shall analyze and document Lighting Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

23.1 Lighting Justification Report (Not applicable)

23.2 Lighting Design Analysis Report

If roadway lighting is warranted and the DEPARTMENT approves the design, then the CONSULTANT shall prepare a Preliminary Lighting Design Analysis Report. The report shall be submitted under a separate cover prior to the Phase II plans submittal. The report shall provide analyses for each typical section of the mainline. Each lighting calculation shall be properly identified as to the area that it covers.

The report shall include the Lighting Design Criteria that will be used and shall include the evaluation of at least three lighting design alternatives and a recommendation on the

alternative to use. Each alternative shall be properly described; the alternatives shall consider different pole heights, lamp wattage, and arm lengths. Each alternative shall be provided with a cost estimate that includes initial cost in addition to operations and maintenance cost for one year.

After approval of the preliminary report, the CONSULTANT shall submit a revised report including a detailed lighting design analysis for each submittal.

23.3 Aeronautical Evaluation (Not applicable for this project)

23.4 Voltage Drop Calculations

If roadway lighting is warranted and the DEPARTMENT approves the design, then the CONSULTANT shall submit voltage drop calculations showing the equation or equations used along with the number of luminaires per circuit, the length of each circuit, the size conductor or conductors used and their ohm resistance values. The voltage drop incurred on each circuit (total volts and percentage of drop) shall be calculated, and all work necessary to calculate the voltage drop values for each circuit should be presented in such a manner as to be duplicated by the DEPARTMENT.

Load analysis calculations shall be submitted for each branch circuit breaker and main breaker.

23.5 FDEP Coordination and Report

23.6 Reference and Master Design Files

If roadway lighting is warranted and the DEPARTMENT approves the design, then the CONSULTANT shall prepare the Lighting Design file to include all necessary design elements and all associated reference files.

23.7 Temporary Lighting

The CONSULTANT shall provide temporary lighting for all affected phases of construction to light all detour roadways in areas where required. The temporary lighting shall be included with the Traffic Control Plans with proper notes, quantities, and details.

23.8 Design Documentation

If roadway lighting is warranted and the DEPARTMENT approves the design, then the CONSULTANT shall submit a Roadway Lighting Design Documentation Book with each lighting plans submittal under a separate cover and not part of the roadway documentation book. At a minimum, the design documentation book shall include:

Lighting Calculations.

Back up sheet for each bid item quantity total on each lighting plan sheet (Phase III and Phase IV submittals).

Phase submittal checklist.
Three-way quantity check list (Phase III and IV submittals).
Structural calculations for special conventional pole concrete foundations.
Letter to the power company requesting service.
Power company confirmation letter on the requested services (Phase III and Phase IV submittals).
Voltage drop calculations (Phase III and Phase IV submittals).
Load analysis calculations (Phase III and Phase IV submittals).

23.9 Quantities

23.10 Cost Estimate

23.11 Technical Special Provisions

23.12 Other Lighting Analysis (Not applicable for this project)

23.13 Field Reviews

The CONSULTANT shall collect information from the maintaining agencies and conduct a field review. The review should include but is not limited to the following:

- Existing Lighting Equipment
- Load Center, Capabilities and Condition/Age
- Condition of Lighting Structure(s)

23.14 Technical Meetings

23.15 Quality Assurance/Quality Control

23.16 Independent Peer Review (Not applicable for this project)

23.17 Supervision

23.18 Coordination

24 LIGHTING PLANS

The CONSULTANT shall prepare a set of Lighting Plans in accordance with the Plans Preparation Manual, which includes the following:

24.1 Key Sheet

24.2 Summary of Pay Item Sheet

- 24.3 Tabulation of Quantities
- 24.4 General Notes/Pay Item Notes
- 24.5 Pole Data and Legend & Criteria
- 24.6 Service Point Details
- 24.7 Project Layout
- 24.8 Plan Sheet
- 24.9 Special Details
- 24.10 Temporary Lighting Data and Details (Not applicable for this project)
- 24.11 Traffic Control Plan Sheets (Not applicable for this project)
- 24.12 Interim Standards (Not applicable for this project)
- 24.13 Quality Assurance/Quality Control
- 24.14 Supervision

25 Landscape Analysis

Task #1 - Base Plan Preparation

- 1.1 Consultant will create new or use existing computer files if available for the base plans on this project. Project Drawings shall be Based on the State Plane Coordinate System, Florida West Zone, NAD 83 1990 Adjustment. This may not apply to older project base plans and should be established with the project manager prior to executing a contract. The drawings and computer files will be in a format acceptable to Lee County Department of Transportation (DOT), and will become the property of DOT for its use on future projects upon completion. The base plans shall be prepared in a manner that can be plotted or reproduced at a scale acceptable to DOT. The drawing layers, linetypes, colors, etc., shall be per the current DOT *Layer System and Codes*. The base plans shall include the following roadway functions: roadway geometry, centerline survey with 100' station marks and numbers, curbing and type, edge of pavement, anticipated future travel lanes, berms, sidewalks/bikepaths, signs, pole locations for signals and lighting, equipment boxes, retention/detention ponds, utilities, right-of-way lines, clear zones, design and posted speeds, grading, existing plant material, and all other pertinent elements.

Task # 2 - Site Investigation

- 2.1 Consultant will review the entire project site, and perform an analysis of the existing site features, adjacent land uses, and potential water and power sources. The median openings and roadway intersections shall be considered for sight distance and visibility conflicts with both vehicles and pedestrians during planting design. The analysis shall also include recommendations that may be valuable in reducing maintenance and safety concerns for maintenance workers.

26.0 Landscaping Plans

Task # 3 - Conceptual Design (30%)

- 3.1 Consultant will prepare two design concepts that will illustrate two different types of roadway segments (if applicable). One segment should be an intersection and the other a typical linear section of the roadway. Each design concept will indicate a recommended core level plant palette for the corridor, plant spacing, and plant group spacing, that is suitable for its location, climate, maintenance, and budget considerations. Each of the design concepts should also include the recommendations generated from the site analysis performed in task 2.2. Plant symbols shall be drawn to scale and sized according to the mature plant size for plants grown under similar physiological conditions as indicated on the *DOT Plant Symbol Reference*.
- 3.2 One set of the two design concepts, corridor plant palette, and an outline of the anticipated drawing package, proposed scale, symbol sizes, and sheet layouts will be submitted to staff for review in 24"X36" format.
- 3.3 Consultant will meet with (DOT) staff to review the concepts and resolve issues and questions.
- 3.4 The design consultant will then make the agreed modifications and prepare the design concepts as colored renderings, showing plan and elevation or perspective views mounted on 24" X 36" or larger display boards. The display boards will then be delivered to the DOT project manager within two weeks of the task 3.3 meeting, for presentation by the Consultant at the upcoming RLAC meeting.

Task #4 - Design Development (60%)

- 4.1 Consultant will prepare design development drawings (60%) based upon project budget and comments from staff. Plans sets shall include cover sheet, plan key sheet, tabulation of quantities sheet, landscape and irrigation plans along with notes and detail sheets, maintenance of traffic plan sheets.
- 4.2 Design concepts and plant material selections will be refined to indicate the actual placement and species of plants and other design elements. Plant placement shall include highly visible wet retention ponds. Plant sizes will be consistent with "Grades and Standards of Nursery Plants". Plant symbols will be drawn to scale using the symbol diameter size as shown in the *DOT Plant Symbol Reference*. Plants shall be tagged by their common name. The plant

material list shall include common and botanical plant names, along with quantity, sizes, and notes. The planting plans shall be prepared in a manner that provides clear visibility for pedestrians and motorists using the corridor. At each street lighting pole, a clear area of 25' and 10' shall be provided on each side of the pole, which will be free of future foliage at the trees anticipated mature size. Standard light pole spacing is approximately 200' o.c., with the lights about 46' in height. Provide 10' of clearance between trees and existing water or sewer lines, 6' may be used in constrained areas.

- 4.3 Consultant will prepare an estimate of irrigation demand, and suggested water sources. This will include a feasibility study of available water resources suitable for irrigating the proposed plant material. The study will include wells, canals, ponds, re-use, potable water, and other available water resources. The study will evaluate the availability of electrical power sources, potential well locations and their anticipated production in gallons per minute, applicable hydraulics, suitability of water quality for proposed plant material, and cost feasibility of each resource. The study shall conclude with a recommendation of the most practical method of implementation, including both installation and operating costs over a three year time period following plant installation.
- 4.4 Consultant will prepare a detailed itemized Opinion of Probable Costs based upon the 60% Design Development drawing package. The Opinion of Costs will include maintenance of the site from the notice-to-proceed date until one year after the substantial completion date (in DOT Operations construction contracts we have modified the contract definitions, where the landscape and irrigation installation is completed at substantial completion, and one year later at the end of the one year maintenance period we have final inspection). The estimate will also include mowing the medians and/or roadsides, if planted during project construction.
- 4.5 Consultant shall submit to the Project Manager for review four (4) full size sets of drawings 11"x17". All sets shall be plotted to scale. The Consultant will submit a continuous sheet (at the same scale as the 11"x17" plan sets) of the entire corridor that is rendered in different colors to indicate the various plant types. The rendered plan shall include a color key representing the different plant types and corresponding colors. Consultant will also submit a Opinion of Probable Cost based upon 60% design development drawings. The 60% plan sets will be distributed by the Project Manager to DOT Operations and Traffic Divisions for review comments. DOT Operations will distribute a set of plans in the upcoming months agenda package, to the members of the Lee County Roadway Landscape Advisory Committee (RLAC) for their review.
- 4.6 Consultant will present the 60% Design Development Plans to the RLAC at their regular monthly meeting and record pertinent comments. The presentation displays should be rendered plan view drawings which graphically show all proposed planting and amenity design elements along the entire roadway corridor. The display rendering shall be at a scale (such as 1"=20') appropriate for presentation in the room where the committee meets. The RLAC normally meets the first Tuesday of each month at 6:00 p.m. in the CD/PW 1st floor large conference room. If the RLAC approves the plans at this meeting, the Consultant shall skip task 4.7 and proceed to task #4.8.
- 4.7 If the RLAC votes to send the plans to a Task Force Subcommittee for further review, the Consultant shall meet once with the subcommittee and review and resolve all conflicts, and

record pertinent comments. The task force subcommittee will then make a recommendation to the full RLAC at their next regular meeting (if requested by the subcommittee, another presentation to the full RLAC by the Consultant will be necessary before approval).

- 4.8 After the RLAC approves the 60% plans, the Consultant shall meet with staff to discuss their project review comments on the plans. Staff and the Consultant shall then work to resolve all outstanding issues.
- 4.9 Consultant shall then prepare (60%) irrigation plans based on the approved design and plant material. The irrigation plans shall show water and electrical sources and connections, system layout and sizing of piping, sleeves, wiring, and irrigation heads, valves, and controllers. Pipe shall be sized down to $\frac{3}{4}$ ". System design and components shall be compatible with Chapter 62-610 Florida Administrative Code – *Reuse of Reclaimed Water and Land Application*. Bubblers should be used to water trees, and drip irrigation for beds and turf when possible, with 12"X12" spacing on the emitters and tubing. Irrigation system design shall include the two-wire system for valves and controllers and provide head-to-head coverage on spray heads and rotor zones. Pop-up spray heads shall be 12", placed 18" from the edge of pavement. The system shall be designed in a manner that will avoid wetting the adjacent pavement. Bubblers, drip, spray heads, and rotors should be designed to run on separate zones. Mainlines and wires shall be located on the south and west sides of the applicable median or roadside 3'-5' from the narrowest anticipated future back-of-curb or edge-of-pavement. Consultant shall submit to the Project Manager for review four (4) full size sets of drawings 11"x17". All sets shall be plotted to scale.
- 4.10 Consultant shall prepare a cover letter acceptable to DOT, to mail with an 11"X17" plan set to all utility companies with services within the project limits. The letter will request a plan review by the utility company, and a return letter indicating that the utility company does not take exception to the proposed improvements. Copies of all cover letters sent, and responses received by the Consultant, will be provided to the DOT Project Manager. The Consultant and Project Manager will discuss a solution to all known conflicts indicated by the utility companies, and the Consultant will modify the plans accordingly.
- 4.11 The Consultant will prepare and submit applications, pay permit fees, and obtain permits necessary for construction on DOT's behalf. This may include permits such as SFWMD Water Use Permit and FDOT General Use Permit.
- 4.12 Consultant shall respond to DOT comments with a clear written explanation of each comment and the remedial action taken to resolve the issue(s).

Task #5 - Construction Documents (90%)

- 5.1 Based upon staff approval of 60% Design Development Drawings and Opinion of Cost, Consultant will prepare Construction Documents (90%). Construction documents shall include adjustments for staff comments, utility company conflicts, and the following:
 - a. Cover sheet: with project name and limits, location map, length of project, sheet index, utility contact information, call sunshine information, and design speed.

- b. Key sheet: showing the location of each individual landscape and irrigation plan sheet along the entire roadway corridor.
 - c. Planting Plans: showing plant placements, sizes, and species of plants. Cross sections will be included, as required, to explain placement and clearances.
 - d. Irrigation Plans: showing water and electrical sources and connections, layout and sizing of piping, sleeves sizes and directional bores, irrigation bubblers, heads, valves, quick couplers, well/pump stations, and all other components such as fencing, pressure tanks, electrical panels and controllers.
 - e. Standard specifications and technical details from LeeScape will be provided by DOT. Consultant shall prepare all non-standard details and technical specifications. The non-standard specifications will be prepared by the Consultant and inserted into the standard specifications in a format acceptable to the DOT Project Manager.
- 5.2 Consultant shall submit to the Project Manager for review four (4) full size sets of drawings 11"x17". All sets shall be plotted to scale. Consultant will also submit a detailed itemized Opinion of Probable Cost based upon 90% Construction Documents. The 90 % plan sets will be distributed by the Project Manager to DOT Operations and Traffic Divisions for review comments.
- 5.3 Consultant shall meet with staff to discuss their 90% project review comments. Staff and the Consultant shall then work to resolve all outstanding issues.
- 5.4 Consultant shall respond to DOT comments with a clear written explanation of each comment and the remedial action taken to resolve the issue(s).

Task # 6 - Construction Documents (100%)

- 6.1 Based upon 90% review comments, Consultant will prepare final Construction Documents (100%) consisting of the following:
- a. Complete cover sheet.
 - b. Complete planting plans, details, and specifications.
 - c. Complete irrigation plans, details and specifications.
 - d. Complete a detailed itemized Bid Schedule in a format acceptable to Lee County Contracts and DOT. The bid schedule shall include the scientific name of all plants, sizes, names, quantities and units of all landscape, irrigation, maintenance, and other items pertinent to the project. All alternate bid items shall also be included, such as mowing the median and roadsides as separate alternate line items. DOT can furnish a sample bid schedule for the Consultants use.
- 6.2 Consultant will submit four (4) sets of 11"x17" final construction drawings on 20-24 lb. paper signed and sealed by the architect/engineer of record and plotted to scale. Consultant

shall furnish a disc of the computer files for the final project drawings to the Project Manager in the approved format. The disk shall contain the final formatted bid schedule, final detailed itemized Opinion of Probable Costs based upon 100% Construction Documents, and all specifications shall also be submitted in a format acceptable to the DOT Project Manager.

- 6.3 Consultant shall respond to DOT comments with a clear written explanation of each comment and the remedial action taken to resolve the issue(s).

Task #7 - Bidding Assistance

- 7.1 Consultant will attend one pre-bid conference at Lee County Offices.
- 7.2 After the pre-bid meeting, the Consultant will meet with staff and discuss the questions from the meeting. The Consultant will prepare an addendum after this meeting and send it to the Project Manager by 5:00 p.m. the following business day. The Consultant will answer all applicable addendum questions, and consult with the Project Manager on appropriate language. The Consultant will be responsible for preparing all addendums, and furnishing them to the Project Manager by 5:00 p.m. on the next business day following receipt of the questions.

Task # 8 - Construction Assistance

- 8.1 Consultant will attend one pre-construction conference at Lee County Offices.
- 8.2 If requested, the Consultant will visit the project site to observe construction progress and compliance with the contract documents as follows:
 - a. Project beginning: to review proposed planting and irrigation equipment locations and resolve conflicts.
 - b. Midway through installation: to review construction progress, quality of materials, workmanship, and compliance with construction documents.
 - c. At substantial completion: To review compliance with construction documents, construction installation, quality of materials and workmanship, performance of irrigation system, and prepare punch list items.

All discrepancies with the contract documents and punch list items, will be noted by the Consultant and sent to the Project Manager within 3 days of each site visit.

Task #9 – Reimbursables

- 9.1 Reimbursable expenses such as prints, messenger, courier, disks, special mail services, photography, mutually agreed additional tasks, etc., may be charged at cost and if applicable with paid receipts attached to invoices.

27 SURVEY

The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

The CONSULTANT shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to the DEPARTMENT. Field books submitted to the DEPARTMENT must be of an approved type. The field books shall be certified by the surveyor in responsible charge of work being performed before the final product is submitted.

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The DEPARTMENT may not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The DEPARTMENT may instead require that these points be surveyed by true line, traverse or parallel offset.

27.1 Horizontal Project Network Control (HPNC)

Establish or recover HPNC, for the purpose of establishing horizontal control on the Florida State Plane Coordinate System or datum approved by the Department; may include primary or secondary control points. Includes analysis and processing of all field collected data, and preparation of forms.

27.2 Vertical Project Network Control (VPNC)

Establish or recover VPNC, for the purpose of establishing vertical control on datum approved by the Department; may include primary or secondary vertical control points. Includes analysis and processing of all field collected data, and preparation of forms.

27.3 Alignment and/or Existing Right of Way Lines

Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per DEPARTMENT R/W Maps, platted or dedicated rights of way.

27.4 Aerial Targets (Not Applicable)

27.5 Reference Points

Reference HPNC points, project alignment, vertical control points, section, $\frac{1}{4}$ section, center of section corners and G.L.O. corners as required.

27.6 Topography (2D)

Locate all above ground features and improvements. Deliver in appropriate electronic format. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.7 Digital Terrain Model (DTM)

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.8 Roadway Cross Sections/Profiles

Perform field survey check sections or profiles to verify the required accuracy of the digital terrain model and/or to determine existing cross slope. Includes analysis and processing of all field-collected data for comparison with DTM.

27.9 Side Street Surveys

Refer to tasks of this document as applicable.

27.10 Underground Utilities

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

27.11 Outfall Survey

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of a D.T.M. Survey with sufficient density of shots. Shoot all break lines, high and low points. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.12 Drainage Survey

Locate underground data (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.13 Bridge Survey

Locate required above ground features and improvements for the limits of the bridge. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.14 Channel Survey

Locate all topographic features and improvements for the limits of the project by collecting the required data for the purpose of a D.E.M. Survey with sufficient density of shots. Shoot all break lines, high and low points. Includes field edits, analysis and processing of all field collected data, maps, and/or reports.

27.15 Pond Site Survey

Refer to tasks of this document as applicable.

27.16 Mitigation Survey (Not Applicable)

Refer to tasks of this document as applicable.

27.17 Jurisdiction Line Survey

Perform field location (2-dimensional) of jurisdiction limits as defined by respective authorities, also includes field edits, analysis and processing of all field collected data, preparation of reports.

27.18 Geotechnical Support

Perform 3-dimensional (X,Y,Z) field location, or stakeout, of boring sites established by geotechnical engineer. Includes field edits, analysis and processing of all field collected data and/or reports.

27.19 Sectional/Grant Survey

Perform field location/placement of section corners, 1/4 section corners, and fractional corners where pertinent. Includes analysis and processing of all field-collected data and/or reports.

27.20 Subdivision Location

Survey all existing recorded subdivision/condominium boundaries, tracts, units, phases, blocks, street R/W lines, common areas. Includes analysis and processing of all field collected data and/or reports. If unrecorded subdivision is on file in the public records of the subject county, tie existing monumentation of the beginning and end of unrecorded subdivision.

27.21 Maintained R/W

Perform field location (2-dimensional) of maintained R/W limits as defined by respective authorities, if needed. Also includes field edits, analysis and processing of all field collected data, preparation of reports.

27.22 Boundary Survey (Not Applicable)

27.23 Water Boundary Survey

Perform Mean High Water, Ordinary High Water and Safe Upland Line surveys as required by DEPARTMENT standards.

27.24 Right of Way Staking

Perform field staking and calculations of existing/proposed R/W lines for on-site review purposes.

27.25 Right of Way Monumentation (Not Applicable)

27.26 Line Cutting

Perform all efforts required to clear vegetation from the line of sight.

27.27 Work Zone Safety

Provide work zone as required by DEPARTMENT standards.

27.28 Miscellaneous Surveys (Not Applicable)

27.29 Supplemental Surveys (Not Applicable)

27.30 Document Research

Perform research of documentation to support field and office efforts involving surveying and mapping.

27.31 Field Review

Perform verification of the field conditions as related to the collected survey data.

27.32 Technical Meetings

Attend meetings as required and negotiated by the Surveying and Mapping Department.

27.33 Quality Control/Quality Assurance

Establish and implement a QAQC plan. Also includes subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

27.34 Supervision

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida Professional Surveyor.

27.35 Coordination

28 PHOTOGRAMMETRY and tasks 28.1 – 28.25 are not applicable for this project.

29 MAPPING

The CONSULTANT will be responsible for the preparation of control survey maps, right of way maps, sketches, other miscellaneous survey maps, and legal descriptions as required for this project in accordance with all applicable DEPARTMENT Manuals, Procedures, Handbooks, and Florida Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to DEPARTMENT size and format requirements utilizing DEPARTMENT approved software, and will be designed to provide a high degree of uniformity and maximum readability. The CONSULTANT will submit maps, legal descriptions, quality assurance check prints, checklists, electronic media files and any other documents as required for this project to the DEPARTMENT for review at stages of completion as negotiated.

Master CADD File

29.1 Alignment

29.2 Section and 1/4 Section Lines

29.3 Subdivisions

29.4 Existing Right of Way

29.5 Topography

29.6 Parent Tract Properties and Existing Easements

29.7 Proposed Right of Way Requirements

The ENGINEER OF RECORD (EOR) will provide the proposed requirements. The PSM is responsible for calculating the final geometry.

29.8 Limits of Construction

The limits of construction DGN file as provided by the EOR will be imported or referenced to the master CADD file. Additional labeling will be added as required. The PSM is required to advise the EOR of any noted discrepancies between the limits of construction line and the existing/proposed right of way lines, and for making adjustments as needed when a resolution is determined.

29.9 Jurisdictional/Agency Lines

These lines may include, but are not limited to, jurisdictional, wetland, water boundaries, and city/county limit lines.

Sheet Files

- 29.10 Control Survey Cover Sheet
- 29.11 Control Survey Key Sheet
- 29.12 Control Survey Detail Sheet
- 29.13 Right of Way Map Cover Sheet
- 29.14 Right of Way Map Key Sheet
- 29.15 Right of Way Map Detail Sheet
- 29.16 Maintenance Map Cover Sheet (Not Applicable)
- 29.17 Maintenance Map Key Sheet (Not Applicable)
- 29.18 Maintenance Map Detail Sheet (Not Applicable)
- 29.19 Reference Point Sheet

This sheet(s) will be included with the Control Survey Map, Right of Way Map and Maintenance Map.

- 29.20 Project Network Control Sheet (Not Applicable)
- 29.21 Table of Ownerships Sheet

Miscellaneous Surveys and Sketches

- 29.22 Parcel Sketches
- 29.23 TIITF Sketches (Not Applicable)
- 29.24 Other Specific Purpose Survey(s)
- 29.25 Boundary Survey(s) Map (Not Applicable)
- 29.26 Right of Way Monumentation Map (Not Applicable)
- 29.27 Title Search Map (Not Applicable)
- 29.28 Title Search Report (Not Applicable)
- 29.29 Legal Descriptions
- 29.30 Final Map/Plans Comparison

The PSM will perform a comparison of the final right of way maps with the available construction plans to review the correctness of the type of parcel to be acquired and the stations/offsets to the required right of way. The PSM will coordinate with the EOR to resolve any conflicts or discrepancies and provide documentation of the review.

29.31 Field Reviews

29.32 Technical Meetings

29.33 Quality Assurance/Quality Control

29.34 Supervision

29.35 Coordination

29.36 Supplemental Mapping

This task is to cover efforts resulting from major design changes after 60% and 90% map development and may include any number of tasks. The house negotiated under this task may or may not be utilized, at the Department's option, on this project. Request and approval to utilize Supplemental Mapping hours will be in writing.

30 GEOTECHNICAL

See attached scope from Allied Engineering & Testing

31 ARCHITECTURE DEVELOPMENT and tasks 31.1 – 31.155 are not applicable for this project.

32 NOISE IMPACT DESIGN ASSESSMENT (Not applicable for this project)

34 INVOICING LIMITS

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

The CONSULTANT will provide a list of key events and the associated total percentage of work considered to be complete at each event. This list will be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those

events have actually occurred and the results are acceptable to the DEPARTMENT.

COMPENSATION AND METHOD OF PAYMENTFor Ortiz Avenue Four LaningSection 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 on LS or NTE	If Applicable Indicate (W.I.P.P.)
3	General Project Management	167,803.47	All Tasks NTE	
4	Roadway Analysis	300,811.50		
5	Roadway Plans	205,544.97		
6	Drainage Analysis	159,222.30		
7	Utility	24,444.84		
8	Permits	56,159.44		
9	Structural Analysis	39,301.24		
10	Bridge Report	22,380.16		
12	Short Span Concrete Bridge	92,050.17		
18	Miscellaneous Structures	32,218.43		
19	Signing and Marking Analysis	66,348.56		
20	Signing and Marking Plans	21,624.35		
21	Signalization Analysis	150,207.51		
22	Signalization Plans	19,777.54		
23	Lighting Analysis	86,408.85		
24	Lighting Plans	16,334.87		
25	Landscaping Analysis	33,866.24		
26	Landscaping Plans	46,187.00		
27	Survey	381,429.94		
29	Mapping	343,353.05		

30	Geotechnical	71,057.30		
TOTAL (Unless list is continued on next page)		2336531.73		

CMO:033
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Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated 12/01/05, 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 12/01/05, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 12/1/05

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For: CN-05-17

Ortiz Avenue Four Lining

CONSULTANT OR SUB-CONSULTANT NAME AIM Engineering & Surveying, Inc.
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Project Manager	54.64	3.019	164.96
Assistant Project Manager	43.35	3.019	130.87
Senior Engineer	32.64	3.019	98.54
Designer	24.25	3.019	73.21
Senior Engineering CADD Tech	19.69	3.019	59.44
Engineering CADD Tech	16.98	3.019	51.26
Clerical	13.01	3.019	39.28
Environmental Specialist	46.41	3.019	140.11
Senior Professional Land Surveyor	47.64	3.019	143.83
Professional Land Surveyor	36.07	3.019	108.90
Survey CADD Tech	22.10	3.019	66.72
Four Person Survey Crew	48.946	3.019	147.77

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

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

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

ATTACHMENT NO. 2 TO EXHIBIT B

Date: 12/1/05

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for Ortiz Avenue Four Lining

CONSULTANT OR SUB-CONSULTANT NAME AIM Engineering & Surveying, Inc.
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.405/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals: Breakfast, Lunch & Dinner Specified	*Unless Otherwise Specified *In accordance with the Runzheimer rate service for Travel utilizing the "average"
Reproduction (Photocopy)	8 1/2" x 11" \$0.15/Page
	8 1/2" x 14" \$0.20/Page
	11" x 14" \$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
Note: Expenses are included in Hourly Rate	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 12/1/05

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For: CN-05-17

Ortiz Avenue Four Lining

CONSULTANT OR SUB-CONSULTANT NAME Allied Engineering & Testing, Inc.
 (A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Project Manager			125.34
Staff Engineer			68.43
Drill Crew Chief			77.88
Drill Helper			45.00
CADD Operator			46.50
Administrative Assistant			47.25

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.
 **NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.
 ***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: 12/1/05

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

For: CN-05-17 Ortiz Avenue Four Laning

CONSULTANT OR SUBCONSULTANT Allied Engineering & Testing, Inc.
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.405/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals: Breakfast, Lunch & Dinner Specified	*Unless Otherwise Specified *In accordance with the Runzheimer rate service for Travel utilizing the "average"
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
Note: Expenses are included in Total Fee	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 12/1/05

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For: CN-05-17

Ortiz Avenue Four Laning

CONSULTANT OR SUB-CONSULTANT NAME Cella & 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 Manager			192.07
Senior Professional			149.87
Professional			115.24
Planner			76.47
Technician			71.05
Administrator			69.96

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

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

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 12/1/05

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For: CN-05-17

Ortiz Avenue Four Laning

CONSULTANT OR SUB-CONSULTANT NAME ECT, Inc.
 (A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Project Manager			128.00
Principal Engineer			141.00
Staff Engineer II			110.00
Senior Associate Engineer			95.00
Associate Engineer			80.00
CADD/Graphics			65.00
Document Specialist			60.00

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

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

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 12/1/05

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For: CN-05-17

Ortiz Avenue Four Laning

CONSULTANT OR SUB-CONSULTANT NAME Gray-Calhoun & Assoc., 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)
Chief Engineer	57.70	3.616	208.64
Senior Engineer	46.24	3.616	167.20
Project Manager	50.34	3.616	182.03
Engineer	30.75	3.616	111.19
Engineering Intern	24.25	3.616	87.69
Designer	25.17	3.616	91.01
Senior Engineering	31.24	3.616	112.96
Secretary/Clerical	17.91	3.616	64.76

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

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

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

ATTACHMENT NO. 2 TO EXHIBIT B

Date: 12/1/05

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

For: CN-05-17 Ortiz Avenue Four Laning

CONSULTANT OR SUBCONSULTANT Gray-Calhoun & Assoc., Inc.
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.405/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals: Breakfast, Lunch & Dinner Specified	*Unless Otherwise *In accordance with the Runzheimer rate service for Travel utilizing the "average"
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
Note: Expenses are Included in Hourly Rates	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 12/1/05

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For: CN-05-17

Ortiz Avenue Four Laning

CONSULTANT OR SUB-CONSULTANT NAME Adams Traffic, Inc.
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Project Manager/Sr. Traffic Engineer			155.60
Senior Traffic Technician			49.79
Clerical			49.79

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

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

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

ATTACHMENT NO. 2 TO EXHIBIT B

Date: 12/1/05

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

For: CN-05-17 Ortiz Avenue Four Laning

CONSULTANT OR SUBCONSULTANT Adams Traffic Inc.
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.405/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals: Breakfast, Lunch & Dinner Specified	*Unless Otherwise Specified *In accordance with the Runzheimer rate service for Travel utilizing the "average"
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
Note: Expenses are Included in Total Fee	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 12/1/05

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For: CN-05-17

Ortiz Avenue Four Laning

CONSULTANT OR SUB-CONSULTANT NAME Kisinger Campo and Assoc., Inc.
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Project Manager	55.30	3.254	179.95
Chief Bridge Engineer	50.28	3.254	163.61
Senior Bridge Engineer	42.23	3.254	137.42
Bridge Engineer	33.52	3.254	109.07
Engineer Intern	22.43	3.254	72.99
CADD Technician	24.90	3.254	81.02

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

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

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

ATTACHMENT NO. 2 TO EXHIBIT B

Date: 12/1/05

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

For: CN-05-17 Ortiz Avenue Four Laning

CONSULTANT OR SUBCONSULTANT Kisinger Campo & Assoc, Inc.
 (A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM		BASIS OF CHARGE
Telephone (Long Distance)		Actual Cost
Postage and Shipping		Actual Cost
Commercial Air Travel		Actual Cost (Coach)
Vehicle Travel Allowance (or)		\$0.405/Mile
Vehicle Rental/Gas		Actual Cost
Lodging (Per Person)		Actual Cost or NTE \$100.00
Meals: Breakfast, Lunch & Dinner Specified	*Unless Otherwise Specified	*In accordance with the Runzheimer rate service for Travel utilizing the "average"
Reproduction (Photocopy)	8 1/2" x 11"	\$0.15/Page
	8 1/2" x 14"	\$0.20/Page
	11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)		\$0.20/Sq. Ft.
Printing/Binding		Actual Cost
Mylar Sheets		Actual Cost
Photographic Supplies & Services		Actual Cost
Tolls		Actual Cost
*List other specific project related reimbursables (i.e. film/developing):		
Note: Expenses are Included in Hourly Rates		
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).		
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.		

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 12/1/05

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For: CN-05-17

Ortiz Avenue Four Laning

CONSULTANT OR SUB-CONSULTANT NAME McMahon 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)
Principal QA/QC			205.00
Project Manager			160.00
Senior Project Engineer			105.00
Project Engineer			90.00
Project Planner			80.00
CADD Tech			75.00
Clerical			55.00

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

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

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

ATTACHMENT NO. 2 TO EXHIBIT B

Date: 12/1/05

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

For: CN-05-17 Ortiz Avenue Four Laning _____

CONSULTANT OR SUBCONSULTANT McMahon Associates, Inc.
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.405/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals: Breakfast, Lunch & Dinner Specified	*Unless Otherwise *In accordance with the Runzheimer rate service for Travel utilizing the "average"
Reproduction (Photocopy)	8 1/2" x 11"
	8 1/2" x 14"
	11" x 14"
Reproduction (Blue/White Prints)	\$0.15/Page
Printing/Binding	\$0.20/Page
Mylar Sheets	\$0.35/Page
Photographic Supplies & Services	\$0.20/Sq. Ft.
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
Note: Expenses are Included in Total Fee	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 12/1/05

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For: CN-05-17

Ortiz Avenue Four Laning

CONSULTANT OR SUB-CONSULTANT NAME Outside Productions, 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)
Lead Project Manager			103.00
Landscape Designer			72.00
CADD			51.00
Clerical			35.00

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

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

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

EXHIBIT C

Date: 12/1/05

TIME AND SCHEDULE OF PERFORMANCE

for

Ortiz Avenue Four Laning

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

Phase and/or Task Reference AS. Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
3	General Task	50	
4	Roadway Analysis	100	
5	Roadway Plans	135	
6	Drainage Analysis	150	
7	Utility	30	
8	Permits	60	
9	Structural Analysis	35	
10	Bridge Report	20	
12	Short Span Bridge	90	
18	Miscellaneous Structures	30	
19	Signing and Marking Analysis	90	
20	Signing and Marking Plans	35	
21	Signalization Analysis	75	
22	Signalization Plans	20	
23	Lighting Analysis	80	
24	Lighting Plans	15	
25	Landscaping Analysis	50	
26	Landscaping Plans	75	
27	Survey	110	
29	Mapping	240	
30	Geotechnical	30	
Total			685

CMO:034
09/25/01

Date: 12/1/05

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

for

Ortiz Avenue Four Laning

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

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

Service and/or work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority, or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
Geotechnical	Allied Engineering & Testing Inc. 5850 Corporation Circle Fort Myers, FL 33905	X				
Structures	KCA 2203 Lois Avenue Tampa, Florida 33607					
Traffic	Gray-Calhoun & Associates 4350 W. Cypress St. #340 Tampa, Florida 33607					
Traffic	McMahon & Associates 7741 N Military Trail #5 Palm Beach Garden, Florida 33410					
Traffic	Adams Traffic P O Box 997 Plant City, Florida 33564					
Public Involvement	Cella & Associates Inc. 2125 1st Street #201 Fort Myers, Florida 33901	X				
Drainage	Environmental consulting & Technology Inc, 4100 Center Pointe Drive Fort Myers, FL 33916					
Landscaping	Outside Productions Inc. 25241 Elementary Way, Suite 102 Bonita Springs, Florida 34135					
PAGE <u>DI</u> OF <u>DI</u>						

EXHIBIT E

Date: 12/1/05

PROJECT GUIDELINES AND CRITERIA

for

Ortiz Avenue Four Laning

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:

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:

AIM Engineering & Surveying, Inc.

BY: James D. Hull

TITLE: PRESIDENT

The foregoing instrument was signed and acknowledged before me this 12 day of December, 2005, by JAMES D. HULL who has produced Personally known to me as (Print or Type Name) (Type of Identification and Number) identification.

Laurie Bendola
Notary Public Signature

Printed Name of Notary Public



Notary Commission Number/Expiration

CMO:
00/00/00

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 1/10/2006
PRODUCER Phone: 239-278-0278 Fax: 239-278-5306 Brown & Brown - Fort Myers, FL 3820 Colonial Blvd., Suite 200 Fort Myers FL 33912	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED AIM Engineering & Surveying, Inc. 5300 Lee Blvd. Lehigh Acres FL 33971	INSURERS AFFORDING COVERAGE INSURER A: Assurance Company of America INSURER B: National Surety Company INSURER C: Bridgefield Casualty INSURER D: Continental Casualty INSURER E: General Insurance Company of	NAIC #

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	ADDP	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PAS00830481	4/25/2005	4/25/2006	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
E		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	24CC10879810	1/1/2006	1/1/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
B		EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ 10000	XAE98187677	1/1/2006	1/1/2007	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	196-4553	7/1/2005	7/1/2006	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D		OTHER Professional Liability Claims Made Retro Date 4/19/1985	AEA003011745	7/1/2005	7/1/2006	\$2,000,000 Per Claim \$2,000,000 Aggregate \$100,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Regarding the General Liability, Lee County Board of County Commissioners are named as an Additional Insure, ATIMA This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for Lee County pursuant to one or more written Professional Services Agreements, or written Supplemental Task Authorizations, or Change Orders thereto, and the limits(s) of liability shown shall not be intended or construed as applying to only one project.
 30 Days notice of cancellation, except 10 days notice for non-payment

CERTIFICATE HOLDER Lee County Board of County Commissioners Attn: Lee County Contracts PO Box 398 Fort Myers FL 33902-0398	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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 <div style="text-align: right;"><i>David L. M...</i></div>
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Date: 12/01/05

AMENDMENT TO ARTICLES

For CN-05-17 ORTIZ AVENUE FOUR LANING

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

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

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

AMENDMENT NO.

ARTICLE No. _____ is hereby amended as follows:

None.