

Lee County Board Of County Commissioners  
Agenda Item Summary

Blue Sheet No. 20060960

**1. ACTION REQUESTED/PURPOSE:** Award Professional Services Agreement under RFQ-06-05 LEHIGH ACRES COMPREHENSIVE PLANNING STUDY, to Wallace Roberts & Todd, LLC, in the total not-to-exceed amount of \$550,000.00. Also authorize Chairwoman to execute Agreement on behalf of the Board.

**2. WHAT ACTION ACCOMPLISHES:** Provides Lee County with a Consultant to develop a proactive program of development and re-development of land uses and infrastructure so that Lehigh Acres can become a balanced community.

**3. MANAGEMENT RECOMMENDATION:** Approval recommended.

**4. Departmental Category:** 04

**CAA**

**5. Meeting Date:** August 22, 2006

**6. Agenda:**  
 Consent  
 Administrative  
 Appeals  
 Public  
 Walk-On

**7. Requirement/Purpose: (specify)**  
 Statute  
 Ordinance  
 Admin. Code AC-4-4  
 Other

**8. Request Initiated:**  
 Commissioner \_\_\_\_\_  
 Department Community Development  
 Division \_\_\_\_\_  
 By: **Mary Gibbs, Director**

**9. Background:**

On May 2, 2006, the Board approved the ranking of consultants and authorized negotiations to commence with the number one ranked firm, Wallace Roberts & Todd, LLC. The ranking was as follows: (1) Wallace Roberts & Todd, LLC; (2) The RMPK Group; (3) EDAW, Inc.; and (4) Carter Burgess.

Negotiations were successful with the number one firm, Wallace Roberts & Todd, LLC, in the amount of \$550,000.00.

Funds will be made available in GC5190315500.503190, through FY05/06 & FY06/07 Budgets.

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>[Signature]</i>	<i>[Signature]</i>	N/A		<i>[Signature]</i>	Analyst <i>[Signature]</i>	Risk <i>[Signature]</i>	Grants <i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: *[Signature]*  
 8/10/06 3:26 pm  
 COUNTY ADMIN FORWARDED TO: *[Signature]*  
 8/11/06  
 8 AM

Rec. by CoAtty  
 Date: 8/10/06  
 Time: 8:30 AM  
 Forwarded To: *[Signature]*  
 8/10/06 2:30 pm

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and WALLACE ROBERTS & TODD, LLC hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the professional services of said PROVIDER as further described herein referred to as Lehigh Acres Comprehensive Planning Study, and,

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

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

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

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated July 12, 2006, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

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

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

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

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

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

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

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER (AS AMENDED PER EXHIBIT "H")

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

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

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

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

such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

- (2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.

The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

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

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

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

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

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT (AS AMENDED PER EXHIBIT "H")

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated June 30, 2006, which is attached hereto and made a part of this Agreement.

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

4.3 METHOD OF PAYMENT.

(1) MONTHLY STATEMENTS.

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

(2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges.

Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved

by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

#### ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

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

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

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of

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

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

5.4 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

#### ARTICLE 6.0 - SECURING AGREEMENT

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

#### ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work

pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated July 18, 2006, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

#### ARTICLE 8.0 - APPLICABLE LAW

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

#### ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

#### ARTICLE 10.0 - INSURANCE

##### 10.1 INSURANCE COVERAGE TO BE OBTAINED

- (1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- (2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.



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

#### 10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

- (1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverages of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverages.
- (2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.
- (3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.
- (4) Each Certificate of Insurance shall include the following:
  - (A) The name and type of policy and coverages provided;
  - (B) The amount or limit applicable to each coverage provided;
  - (C) The date of expiration of coverage.
  - (D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and
  - (E) Cancellation - Should any of the described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named.
- (5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the PROVIDER shall furnish to the COUNTY renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the PROVIDER to provide the COUNTY with such renewal certificate(s) shall be justification for the COUNTY to terminate this Agreement.

The PROVIDER shall obtain and maintain the following insurance coverages:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. In addition, the policy shall include the following:

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

(2) COMMERCIAL GENERAL LIABILITY

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

- (A) Minimum limits of \$100,000 per occurrence and \$300,000 aggregate for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.
- (B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) BUSINESS AUTOMOBILE LIABILITY

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

- (A) Minimum limits of \$100,000 per person and \$300,000 per accident for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.
- (B) Coverage shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

(4) PROFESSIONAL LIABILITY

Coverage shall include the following:

- (A) A minimum aggregate limit of \$ N/A
- (B) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self-insurance program, provide an applicable deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of (4) coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the PROVIDER responsible and liable for any such difference in the amount of coverage provided by the insurance

policy. In the event of any such deductible amount, exclusion or limitation, or amount of sovereign immunity, the PROVIDER shall be required to provide written documentation that is acceptable to the COUNTY establishing that the PROVIDER has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

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

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS (AS AMENDED PER EXHIBIT "H")

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

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

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

ARTICLE 14.0 - MAINTENANCE OF RECORDS

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

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

ARTICLE 15.0 - HEADINGS

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

ARTICLE 16.0 - ENTIRE AGREEMENT

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

ARTICLE 17.0 - NOTICES AND ADDRESS

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

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

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

Wallace Roberts & Todd, LLC  
191 Giralda Avenue  
Coral Gables, FL 33134  
Phone/Fax: 305-448-0788/305-443-8431  
Attention: Silvia E. Vargas, AICP (Project Manager)

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

ARTICLE 18.0 - TERMINATION (AS AMENDED PER EXHIBIT "H")

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

ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S).

In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.0 - ACCEPTANCE

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

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

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT  
Charlie Green, Clerk

BOARD OF COUNTY COMMISSIONERS

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

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

DATE:

APPROVED AS TO FORM

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

ATTEST:

Wendee Roberts & Todd, LLC  
(CONSULTANT)

[Signature]  
(Witness)  
[Signature]  
(Witness)

BY: C. Alyn Pratt  
(Authorized Signature)  
Principal  
(Title)

DATE: 08.09.06

CORPORATE SEAL:

Date: July 12, 2006

SCOPE OF SERVICES

for LEHIGH ACRES COMPREHENSIVE PLANNING STUDY

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

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

Provide professional services for the project known as Lehigh Acres Comprehensive Planning Study. The purpose of the study is to develop a planning framework to strategically address land development and redevelopment and infrastructure issues, so that Lehigh Acres can become a more balanced community.

Section 2. TASKS

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

PHASE ONE: FRAMEWORK FOR PLAN DEVELOPMENT

The purpose of this initial phase is to quickly develop a common understanding of the issues, problems, and possible range of solutions that may result from the planning process e.g., to get a "grip" on the nature of the challenge in Lehigh Acres. Specifically, this phase will seek to establish a "Framework for Plan Development" identifying plausible expectations for the introduction of necessary public facility and service capacity (infrastructure, roads, schools, etc) to serve the present development and land use pattern. In addition opportunities for limited redevelopment and land use change will be identified. The Framework for Plan Development will address the following:

- Available tools and strategies to control or limit present unsustainable or inappropriate forms of growth;
- Available tools to induce or "incentivize" redevelopment and land use change;
- Likely levels and mechanisms for funding public services and facilities, and redevelopment activities;
- Potential "early actions to be taken prior to the completion of the plan.

While the Consultant will lead the effort and conduct the bulk of the following tasks, County staff will play an important collaborative role, with specific responsibilities for:

- Providing all available prior studies, plans, documents and data;
- Preparing mapping of existing conditions using the County's GIS layers;
- Scheduling, publicizing, noticing and providing support for all public workshops, presentations and Lehigh Plan Working Group meetings, including preparation of minutes, as necessary; and

- Copying and distributing reports and documents (Consultant will provide original and /or digital media).

## **1.1 Project Kickoff**

Over a two to three (2-3) day period the Consultant team will conduct the following project kickoff activities.

### **1.1.1 Site Tour**

Key County staff will conduct a tour to familiarize the Consultant team with the Lehigh Acres study area.

### **1.1.2 Staff Introductory Meeting**

An introductory meeting will be conducted with key staff to review the planning process, establish communications protocols, finalize study area boundaries and project schedules, and to review the availability and relevance of prior plans, studies, maps, GIS information, development orders, written county policies, vested rights determinations, lawsuits, settlement agreements, etc.

### **1.1.3 Stakeholder Interviews**

As appropriate the Consultant team may conduct individual or small focus group meetings with key stakeholders, including but not limited to, area property and business owners, prospective development interests, neighborhood associations, and elected and appointed Lee County officials. The purpose of the interviews is threefold: First, to clarify the intentions/aspirations of stakeholders regarding the future development of Lehigh Acres; second, to array interpretations and expectations for the desired outcome of the planning process; and third, to identify issues and challenges for which there will need to be focused consensus-building throughout the planning process.

### **1.1.4 Lehigh Acres Plan Working Group**

To achieve broad community support, the Lehigh Acres Plan must represent the values, aspirations and expectations of local citizens. The Consultant team will advise the county staff and the Lehigh Acres Community Planning Corporation concerning the formation of a broadly representative Working Group to guide policy-making during the planning process.

## **1.2 Review of Prior Plans, Studies and Data**

In this task the Consultant team will review and evaluate for sufficiency base information assembled by County staff concerning the study area and the surrounding context area, including but not limited to base mapping of present land uses, zoning, existing streets and utilities, previous studies related to traffic, circulation and parking, etc. The County shall be responsible for providing all available information required for the Project, including but not limited to:

- Lee County Comprehensive Plan
- Lee County Land Development Code
- County Infrastructure Plans
- Intersection operational study
- 1994 Lehigh Acres Commercial Land Use Study
- Population Model to Forecast Population Growth of Lehigh Acres Over Time to Build-out
- Project Plans for: Schools, FDOT, Florida Governmental Utility Authority, Lee County Constitutional Officers, Lehigh Acres Fire District, and East County Water Control District
- MPO Long Range Transportation Plans
- Lee County and FDOT Work Programs
- Aerial photographs and GIS maps of existing and future land use, development, environmental features, roadway network, infrastructure systems etc.; and other existing plans, data and information as identified by the County.

The County will provide this information as expeditiously as necessary for the orderly progress of the Work, and Consultant shall be entitled to rely on the accuracy and completeness thereof.

### **1.3 Assembly of Current Conditions Data and Mapping**

In this task the Consultant will advise County staff on the formatting of existing available data, as well as GIS maps pertaining to land use, development / permitting trends, environmental features, roadway network, concurrency situation (from County Concurrency report), scheduled and planned road improvements, infrastructure systems, etc.

### **1.4 Evaluation of Legal Parameters and Opportunities**

In this task the consultant will evaluate the current legal parameters affecting government's ability to regulate growth and development in Lehigh Acres, as well as existing authorized funding mechanisms that could be used to build infrastructure and support other planning and redevelopment programs.

This effort evaluation will include four components.

- An evaluation of the vested rights (both common law and statutory) of individual Lehigh lot owners to develop single family homes or other land uses on their lots. This evaluation will specifically examine this vested rights issue in Lehigh Acres in the context of the potential application of timing, phasing, permit allocation, and other growth management tools to manage growth and coordinate the provision of infrastructure in an orderly and manageable way. It will also evaluate the limits and protections of vested rights to curb the application of the police power to address health and safety concerns related to development's impact on drinking water sources and water quality. Finally, it will evaluate the limitations any settlement agreements have on the use and application of growth management tools to implement planning and redevelopment concepts in Lehigh Acres.
- An evaluation of the limitations the Bert Harris Act might have on the County's use of growth management tools in Lehigh Acres, in particular those involving timing, phasing, permit allocation systems, and moratoria.
- An evaluation of the potential constitutional limitations (takings and substantive due process) government might face with the implementation of growth management tools in Lehigh Acres, in particular those involving timing, phasing, permit allocation systems, and moratoria.
- An evaluation of the potential financing mechanisms that are available to Lee County to finance infrastructure, redevelopment initiatives, and other programs to support planning and development goals in Lehigh Acres. This evaluation will explore the full gamut of funding sources that might be used (whether authorized or not), including but not limited to general ad valorem taxes, impact fees, assessments, MSTUs, assessment districts, Community Development Districts (CDD's), TIFs, the real estate transfer fee/tax, and other alternative financing forms. This analysis will discuss the general parameters set down by law for the implementation of these financing mechanisms, whether they are authorized in Florida, as well as identification of their benefits and drawbacks.

These analyses will be placed in a policy memorandum that summarizes the key findings of this analysis. The memorandum will be produced in two drafts – a preliminary draft for staff review and comment and then a final draft that incorporates staff's suggested revisions.

### **1.5 Project Parameters**

Because of the significant scale of the challenge to properly plan the future of Lehigh Acres, as well as the many potential variations among possible plan concepts, directions and outcomes; it is necessary to establish consensus on a set of initial plan parameters. This subtask will measure the magnitude of the problem associated with present growth patterns and trends and also identify the tools and resources likely to be available for growth management, redevelopment and project funding.



#### **1.5.1 Available Growth Management Tools**

In this sub-task the Consultant will explore opportunities to curb or delay present unsustainable growth, particularly in areas without adequate public facilities or where there are threats to public health, safety and welfare. Specifically issues of vesting, concurrency and the possible application of a “growth allocation”, “rate of growth”, or an Adequate Public Facilities Ordinance will be explored.

#### **1.5.2 Available Redevelopment Tools**

In this sub-task, potential tools to promote redevelopment and land use change will be explored including eminent domain, CRA / TIF, zoning incentives, etc.

#### **1.5.3 Potential Funding Sources**

This sub-task will explore a variety of available funding sources to pay for upgraded infrastructure, public facilities and services and redevelopment.

#### **1.5.4 Early Action Opportunities**

Based on the conclusions from the above tasks, the Consultant may identify opportunities to immediately put in place measures to correct deficient development patterns including but not limited to moratoria on particular development types or locations, modifications to planned and proposed projects, special district creation, enabling legislation, etc.

### **1.6 Community Workshop**

The Consultant will lead an initial community workshop for the purpose of presenting the conclusions on project parameters and seeking public input concerning expectations and aspirations for plan outcomes.

### **1.7 County Commission Workshop**

The Consultant will participate in an initial County Commission workshop for the purpose of presenting the conclusions on project parameters and public input received concerning expectations and aspirations for plan outcomes. As appropriate the Consultant will seek direction for the structure of the Framework for Plan Development to follow.

### **1.8 Framework for Plan Development**

The Framework for Plan Development will serve as the “game plan” for the development of the Lehigh Acres Plan. It will set out basic assumptions for the following:

- Legal constraints / growth management tools to be pursued or considered
- Funding structures and scenarios to be pursued or considered
- Redevelopment tools (and likely redevelopment target areas) to be pursued or considered
- Early actions to be pursued, and
- Detailed scopes of work for subsequent phases

### **1.9 Final Presentation (optional)**

If determined to be necessary, one final presentation of the Framework for Plan Development will be made.

### **Working Group Meetings**

In addition to the above-referenced tasks, the Consultant will attend 2-3 meetings of the Working Group which are anticipated to be held monthly.

## Preliminary Scope of Services Phase 2 – Phase 5

### PHASE TWO: EXISTING CONDITIONS AND TRENDS

This task will be conducted in parallel with Phase 3, the development of the Vision for Lehigh Acres, in order to gain a full understanding of the range of issues, aspirations, opportunities and constraints. Phase 2 involves the following tasks:

#### 2.1 Development Context Evaluation

Using best available data provided by the County, this task will consist of a compilation and analysis of existing physical, functional and economic conditions and trends which will be the basis for identifying and evaluating specific development opportunities and constraints in the study area. The range of conditions explored may include, but may not be limited to the following:

##### 2.1.1 Existing Development Patterns

- Existing land use
- Functional relationships (between uses within the study area, as well as with outside uses)
- Parcelization
- Development History / Sequence
- Activities / uses likely to remain
- Vacant / Underutilized / Obsolescent Properties
- Existing Traffic Counts/Levels of Service
- Historic Traffic Count Trends
- Community Structure
  - Stable / Developed
  - Emerging / Developing
  - Undeveloped / Constrained
  - Activity Centers
  - Activity Corridors
- Regulatory assessment (zoning, land development regulations, etc.)
- Open Space / Natural Resources

##### 2.1.2 Growth Dynamics

- Forecast Growth / Population Trends (10-20 year growth projections)
- Market Trends (housing types, demand for non-residential uses)
- Planned and Proposed Developments / Factors for Change
- Projected Land Consumption
- Detailed Trend Growth Scenario (optional)
- Projected Traffic Growth (2015 and 2030 projections)
- Trip Originations and Destinations (from 2030 travel model) (optional)

##### 2.1.3 Capacity Limitations

- Road / Traffic Capacity (Traffic Modeling using 2030 FSUTMS provided by County)
  - Levels of Service Under Adopted 2030 Financially-Feasible Plan
- Infrastructure
  - Water
  - Sewer
- Public Facilities

- o Parks / Recreation
- o Schools
- o Public Safety

A series of diagrams will be created to document these conditions and accompany the analysis.

## **2.2 Summary of Opportunities and Constraints**

The planning team will summarize the opportunities and constraints affecting future growth potentials and examine the fiscal, environmental and quality of life implications of present growth trends.

## **PHASE 3: VISION FOR THE FUTURE**

### **3.1 Preliminary SWOT / Facilitation Training with Working Group**

The Consultant will conduct a preliminary "Strengths, Weaknesses, Opportunities & Threats" (SWOT) exercise with members of the Working Group, prior to the first set of community forums. While the results of this exercise will be tabulated, synthesized, and interpreted in a memorandum to be delivered to the Working Group, the primary purpose will be to train Working Group members to act as facilitators and scribes for the Visioning / SWOT exercises to be conducted with the public in the community workshops.

### **3.2 Vision Statement**

#### **3.2.1 Community Workshop(s), Round One: Perceptions and Aspirations - Strengths, Weaknesses, Opportunities and Threats**

Following the "training" sessions with the Working Group community workshops will be held on 2-3 consecutive evenings to ensure maximum community input.

Facilitated by the Consultant and Working Group members, each approximately 2+ hour forum will define areas of consensus on community values and aspirations using the SWOT analysis exercise or a similar small-group consensus-building technique. The Consultant will summarize the results of the forum(s) in writing for public distribution and for use by the Working Group in articulating the *Draft Vision Statement*.

#### **3.2.2 Draft Vision Statement**

Using documentation of input from the community forum, Consultant will articulate a Draft Vision Statement identifying those components of quality of life and community character that are highly valued by Lehigh acres residents.

#### **3.2.3 Working Group Meeting: Refining the Vision Statement**

A Working Group meeting will be held for the purpose of "polishing" a final Vision Statement.

### **3.3 County Commission Workshop**

The Consultant will assist the Working Group in presenting the Lehigh Acres Vision Statement for their consideration and adoption.

## **PHASE 4: ALTERNATIVE CONCEPTS AND SCENARIOS**

### **4.1 Plan Concepts**

Based on the Vision Statement, a series of concepts and development / redevelopment scenarios will be developed and depicted graphically. In general, concepts and scenarios will emphasize growth and development patterns at an area-wide scale, while identifying specific sectors, corridors and prospective redevelopment areas for more detailed planning which may follow adoption of the Lehigh Acres Plan. Key variables to be explored will include:

- Land use and development patterns
- Development phasing and timing
- Potential siting, scale and character of commercial activity centers
- Potential siting of public facilities (parks, schools, civic centers)
- Transportation / roadway network improvements
- Infrastructure extensions
- Open space / natural resource protection
- Focal areas, sector and corridors in need of more detailed planning
- Potential land assemblies / redevelopment target areas

These elements will be integrated to create a series of 2-3 "alternative development scenarios" for the future development of Lehigh Acres. For each alternative scenario, 2030 travel model assignments, 2030 levels of service, and proposed 2030 road improvements will be considered.

#### **4.2 Implementation Strategies**

Each of the plan concepts prepared will be accompanied by an implementation scenario that will outline both a regulatory and financial strategy to achieve the plan concept. This will include preliminary scenario costing for road improvements and funding plans for each scenario

#### **4.3 Community Workshop**

The Consultant will facilitate a community workshop to present and seek input on the selection of preferred concepts and scenarios.

#### **4.4 Concept / Scenario Refinement (optional)**

If necessary based on public input and Working Group direction, the Consultant will prepare a refined concept / scenario.

#### **4.5 County Commission Workshop**

The Consultant will participate in one presentation of the preferred concept / scenario to the County Commission.

### **PHASE 5: PLAN DOCUMENT**

#### **5.1 Preparation of Draft Plan Document**

The Consultant will prepare a Lehigh Acres plan document which may consist of the following elements:

- **Illustrative Plan** – A color rendered diagram depicting the conceptual future arrangement of land use patterns, roadway networks, commercial and civic activity centers, etc.
- **Land Use** – An identification of the types, quantities, and location of new uses which may include housing of various densities, retail, civic uses, etc.
- **Development Standards (optional)** – Including guidelines pertaining to urban design, development scale, and character.

- **Potential Redevelopment Areas** – Identifying limited potential redevelopment areas for future redevelopment planning, subject to a future Finding of Necessity and creation of a CRA.
- **Regulatory Framework** – Identifying necessary changes to the Comprehensive Plan / Future Land Use Plan and Land Development Code. The planning team is prepared to assist County staff in preparing the Comprehensive Plan amendments and code revisions should that additional service be desired.
- **Financial Strategy** - Identifying the strategy to finance public infrastructure and facilities recommended in the Plan.
- **Plan Phasing** – Identification of the sequence of improvements required to implement the Plan.

### **5.2 Plan Refinement**

The Planning Team will present the Draft Plan to the Working Group for review and comment. Upon receipt of comments, the planning team will prepare the Final Lehigh Acres Plan document.

### **5.3 Final Presentation**

The Consultant team will present the final Lehigh Acres Plan at up to two community forums.

### **Working Group Meetings**

The Consultant will participate in monthly meetings of the Working Group, not to exceed twelve (12).

COMPENSATION AND METHOD OF PAYMENT

For LEHIGH ACRES COMPREHENSIVE PLANNING STUDY

Section 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
PHASE 1	<b>Framework for Plan Development</b>	\$166,000	NTE	WIPP
PHASES 2 TO 5	<ul style="list-style-type: none"><li>• <b>Existing Conditions and Trends</b></li><li>• <b>Vision for the Future</b></li><li>• <b>Alternative Concepts and Scenarios</b></li><li>• <b>Plan Document</b></li></ul>	\$384,000	NTE	WIPP
<b>TOTAL</b>		\$550,000		

(Unless list is continued on next page)

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Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated JULY 18, 2006, 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 JULY 18, 2006, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date:     JULY 18, 2006    

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE \*\*\*  
for LEHIGH ACRES COMPREHENSIVE PLANNING STUDY

CONSULTANT OR SUB-CONSULTANT NAME: WALLACE ROBERTS & TODD, LLC

(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 IN CHARGE			\$225
CONSULTING PRINCIPAL			\$225
SENIOR ASSOCIATE			\$130
ASSOCIATE			\$110
PLANNER			\$70
LANDSCAPE DESIGNER			\$70
URBAN DESIGNER			\$70
ADMINISTRATOR			\$70

\*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".

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09/25/01



ATTACHMENT NO. 1 TO EXHIBIT B

Date:      JULY 18, 2006

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE \*\*\*  
for LEHIGH ACRES COMPREHENSIVE PLANNING STUDY

SUB-CONSULTANT NAME: CLARION ASSOCIATES

(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 IN CHARGE			\$190
CONSULTING PRINCIPAL			\$145
ASSOCIATE I			\$110
ASSOCIATE II			\$70
ADMINISTRATOR			\$55

\*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".

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ATTACHMENT NO. 1 TO EXHIBIT B

Date:     JULY 18, 2006

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

for LEHIGH ACRES COMPREHENSIVE PLANNING STUDY

SUB-CONSULTANT NAME: REAL ESTATE RESEARCH ASSOCIATES, INC.

(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			\$225
PROJECT MANAGER			\$175
SENIOR CONSULTANT			\$165
ASSOCIATE CONSULTANT			\$125
RESEARCH CONSULTANT			\$100
CLERICAL/SUPPORT STAFF			\$55

\*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".

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ATTACHMENT NO. 1 TO EXHIBIT B

Date:     JULY 18, 2006

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE \*\*\*  
for LEHIGH ACRES COMPREHENSIVE PLANNING STUDY

SUB-CONSULTANT NAME: DAVID PLUMMER AND ASSOCIATES.

(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)
ADMINISTRATIVE PRINCIPAL			\$225
PRINCIPAL			\$195
PROJECT MANAGER			\$145
PLANNER/ENGINEER			\$110
TECHNICIAN/DRAFTSMAN			\$65
CLERICAL			\$60

\*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".

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ATTACHMENT NO. 1 TO EXHIBIT B

Date:     JULY 18, 2006    

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

for LEHIGH ACRES COMPREHENSIVE PLANNING STUDY

SUB-CONSULTANT NAME: DR. JAMES C. NICHOLAS.

(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)
Fiscal Analyst			\$150.00

\*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".

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ATTACHMENT NO. 2 TO EXHIBIT B

Date: JULY 18, 2006

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for LEHIGH ACRES COMPREHENSIVE PLANNING STUDY

CONSULTANT OR SUB-CONSULTANT NAME: WALLACE ROBERTS & TODD, LLC

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 Breakfast - \$12.01 Lunch - \$11.82 Dinner - \$24.72
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):	
AutoCAD	\$10 per hour
<b>NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).</b>	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

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

ATTACHMENT NO. 2 TO EXHIBIT B

Date: JULY 18, 2006

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for LEHIGH ACRES COMPREHENSIVE PLANNING STUDY

CONSULTANT OR SUB-CONSULTANT NAME: CLARION ASSOCIATES

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 Breakfast - \$12.01 Lunch - \$11.82 Dinner - \$24.72
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):	
<b>NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).</b>	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed  
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ATTACHMENT NO. 2 TO EXHIBIT B

Date: JULY 18, 2006

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for LEHIGH ACRES COMPREHENSIVE PLANNING STUDY

CONSULTANT OR SUB-CONSULTANT NAME: DAVID PLUMMER ASSOCIATES

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 Breakfast - \$12.01 Lunch - \$11.82 Dinner - \$24.72
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):	
<b>NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).</b>	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

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







CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)  
for LEHIGH ACRES COMPREHENSIVE PLANNING STUDY

(Enter Project Name From Page 1 of This Agreement)

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

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority, Women or Business Enterprise. (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
Legal Analysis/Regulatory Measures	Clarion Associates		X			X
Redevelopment and Financial Strategies	Real Estate Research Associates		X			X
Transportation and Traffic Analysis	David Plummer & Associates		X			X
Fiscal Analysis	Dr. James C. Nicholas		X			X
Infrastructure/Utilities	(Consultant to be determined by mutual agreement (if needed))					

EXHIBIT E

Date: July 18, 2006

PROJECT GUIDELINES AND CRITERIA

for LEHIGH ACRES COMPREHENSIVE PLANNING STUDY

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

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

Item No. 1

NONE

Date: July 18, 2006

AMENDMENT TO ARTICLES

for LEHIGH ACRES COMPREHENSIVE PLANNING STUDY

(Enter Project Name from Page 1 of the Agreement)

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

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

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

AMENDMENT NO. 1

ARTICLE No.3.4, Correction of Errors, Omissions, or Other Deficiencies is hereby amended as follows:

ADD THE FOLLOWING SENTENCE AT THE END OF SUBSECTION 3.4(1):

"The PROVIDER shall not be responsible for errors in data, studies, reports, memoranda, and other documents provided by the COUNTY or other reputable source."

ARTICLE No.4.0, Compensation and Method of Payment is hereby amended as follows:

ADD THE FOLLOWING SUBSECTION:

"4.7 AMENDMENT TO COMPENSATION AND SCOPE OF SERVICES COUNTY acknowledges that the basic scope of services and fees for PHASES TWO to FIVE of the Scope of Services attached as EXHIBIT "A" are based on the COUNTY and PROVIDER'S mutual understanding of the work tasks and level of effort required at the time this agreement was executed. COUNTY and PROVIDER also

mutually agree that the scope and fee for services in PHASES TWO-FIVE of the Scope of Services are subject to change due to the broad perspective outcomes of the Planning Study and the outcomes of PHASE ONE tasks. Therefore COUNTY and PROVIDER mutually agree to reexamine the scope and fee for PHASES TWO to FIVE at the conclusion of PHASE ONE, and to mutually agree on adjustments to scope and fee as necessary to account for any conditions that are changed from the original understanding of scope and fee.

ARTICLE No.13.0, Ownership and Transfer of Documents is hereby amended as follows:

ADD THE FOLLOWING SENTENCE TO THE END OF PARAGRAPH 3:  
"The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use. In addition, PROVIDER is permitted to use documents and images of work prepared under this agreement in PROVIDER'S professional record of experience and promotional activities."

ARTICLE No.18.0, Termination is hereby amended as follows:

ADD THE FOLLOWING SUBSECTION 18.1:

"18.1 Termination by PROVIDER

18.1.1 This Agreement may be terminated by PROVIDER upon not less than thirty (30) days' written notice should the COUNTY fail substantially to perform in accordance with the terms of this Agreement through no fault of the PROVIDER.

18.1.2 If the COUNTY fails to make payment when due PROVIDER for services and expenses, PROVIDER may, upon thirty (30) days' written notice to the COUNTY, suspend performance of services under this Agreement. Unless payment in full is received by PROVIDER within thirty (30) days' of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of service, PROVIDER shall have no liability to the COUNTY for delay or damage caused the COUNTY because of such suspension of services."

CMO:  
09/25/01

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/07/2006

**PRODUCER**  
Business Insurance Corporation  
21 East 5 th Avenue  
Suite 205  
Conshohocken, PA 19428

**INSURED** Wallace Roberts & Todd, LLC  
1700 Market Street  
28 th Floor  
Philadelphia, PA 19103

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

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Ins. Co. Of the Midwest	37478
INSURER B:	Hartford Casualty Ins. Co.	29424
INSURER C:	Hartford Underwriters Ins. Co.	30104
INSURER D:	Lexington Insurance Company	19437
INSURER E:		

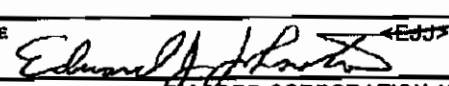
## COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG	72UUNUS6012	07/18/2006	07/18/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
B		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	72UUNUS6012	07/18/2006	07/18/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN EA ACC AGG \$ AUTO ONLY: \$
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	72XHUUS5927	07/18/2006	07/18/2007	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000  \$ \$
C		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	72WEKT7022	07/18/2006	07/18/2007	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D		<b>OTHER</b> Professional Liability	1155420	10/01/2005	10/01/2006	Limit Per Claim \$1,000,000 Annual Aggregate \$1,000,000 Ded. Per Claim \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**COMMERCIAL GENERAL LIABILITY INCLUDES ADDITIONAL INSURED AS REQUIRED BY CONTRACT.**  
  
 RE: LEHIGH ACRES COMPREHENSIVE PLANNING STUDY-- SERVICE PROVIDE AGREEMENT

**CERTIFICATE HOLDER**  
  
 Lee County Board of County Commissioners  
  
 P.O. Box 398  
 Fort Myers, FL 33902-0398

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