

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

BLUE SHEET NO: 20020158

1. REQUESTED MOTION:

ACTION REQUESTED: Award Professional Services Agreement for CN-01-17 KORESHAN BOULEVARD EXTENSION, to Post Buckley Schuh & Jernigan, for a total contract amount of \$1,347,587.40.

WHY ACTION IS NECESSARY: Pursuant to the Lee County Contract Manual, approved by the Board on September 25, 2001, the Board is required to approve all Professional Services Agreements.

WHAT ACTION ACCOMPLISHES: Provides Lee County with a consultant that will provide professional services for the project known as Koreshan Blvd Extension to include the following tasks: 1.00 Public Involvement Program; 2.00 Engineering & land Surveys; 3.00 Geotechnical Services; 4.00 Environmental Inventory & Impact Summary; 5.00 Traffic Data; 6.00 Roadway & Bridge Plans; 7.00 Utility Relocation Plans; 8.00 Right-of-Way Plans; 9.00 Signalization & Street Lighting Plans; 10.00 Signing & Pavement marking Plans; 11.00 Permits; 12.00 Final Bidding & Contract Documents; 13.00 Advisory Services During Bidding; 14.00 Construction Contract Administration & Inspection Services; 15.00 Miscellaneous Services - Landscape; and 16.00 Watershed Studies for Second Systems.

2. DEPARTMENTAL CATEGORY: 9. Transportation
COMMISSION DISTRICT #:

C9A

3. MEETING DATE: 03-12-2002

4. AGENDA

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- TIME REQUIRED: _____

5. REQUIREMENT/PURPOSE

- (Specify) STATUTE
- ORDINANCE
- ADMIN. CODE AC-4-4
- OTHER _____

6. REQUESTOR OF INFORMATION

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

7. BACKGROUND:

On October 30, 2001, the Board of County Commissioners approved the ranking of Consultants and authorized negotiations to commence with the number one ranked firm. The ranking was as follows: (1) PBS & J; (2) Dyer, Riddle, Mills & Precourt; (3) T.Y. Lin International and (4) HNTB Corporation.

Contract negotiations were successful with the number one ranked firm, Post Buckley Schuh & Jernigan and requires Board approval of the final Professional Services Agreement.

Funds will be available in account string: 20502130700.506510

Attachments: (2) Original PSA's for execution from PBS&J

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

DEPARTMENT DIRECTOR	Purchasing/Contracts	Human Resources	County Administration				OTHER	COUNTY ATTORNEY	COUNTY MANAGER
<i>[Signature]</i>	<i>[Signature]</i>	N/A	OA	OM	Risk	GC	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>		<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

**RECEIVED BY
COUNTY ADMIN.**
2/21 9:20
COUNTY ADMIN.
FORWARDED TO:
2/21 4:30

REC'D. 2/20/02
by CO. ATTY.
3:55pm
CO. ATTY.
FORWARDED TO:
[Signature]
[Signature]

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2002, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and Post, Buckley, Schuh & Jernigan, Inc., hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the professional Engineering services of said CONSULTANT to provide and perform professional services as further described hereinafter concerning the Project to be referred to and identified as: Koreshan Boulevard Extension, 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, April 21, 1993, 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 in 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 Supplemental Agreements or 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.

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 of either a Supplemental Agreement or a Change Order Agreement.

2.09 SUPPLEMENTAL AGREEMENT

The term SUPPLEMENTAL AGREEMENT shall refer to a written document executed by both parties to this Agreement setting forth and authorizing professional service tasks which were not set forth in and are supplemental to the Scope of Services contained in the initial Professional Services Agreement or other SUPPLEMENTAL AGREEMENTS issued thereto. The SUPPLEMENTAL AGREEMENT, which shall be executed on a Lee County standard form, shall set forth the authorized supplement(s) to the: Scope of the 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, or requirements pertaining thereto.

The amount of the change in contract compensation and time set forth in any and all Supplemental Agreements 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 Supplemental Agreements including, but not limited to any and all direct costs, indirect costs and associated costs which may result from or be caused by the Supplemental Agreements, 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.

2.10 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 AGREEMENTS, 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 Agreements, 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 WORK ORDER

The term WORK ORDER shall refer to the written document executed by both parties to this Agreement whereby the COUNTY provides authorization and notification to the CONSULTANT, and the CONSULTANT agrees, to proceed to provide or perform certain professional services, tasks or work for which the Scope of Services and Compensation to be paid the CONSULTANT were set forth and agreed to in the initial AGREEMENT, or other SUPPLEMENTAL AGREEMENTS or CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS thereto, such professional services, tasks or work having previously been excluded and not included in written Notice(s) to Proceed issued by the COUNTY to the CONSULTANT. The WORK ORDER document, which shall be executed on a Lee County standard form, shall provide confirmation of the previously agreed to: 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.

2.13 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 SUPPLEMENTAL AGREEMENT(S) or 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 SUPPLEMENTAL AGREEMENT(S), WORK ORDER(S), 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), SUPPLEMENTAL AGREEMENT(S) or WORK ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S) issued thereunder.

2.14 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 WORK ORDER(S), SUPPLEMENTAL AGREEMENT(S), 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 WORK ORDER(S), SUPPLEMENTAL AGREEMENT(S), CHANGE ORDER(S), SUPPLEMENTAL TASK AUTHORIZATION(S) thereto.

2.15 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 forth in subsequent Work Orders, Supplemental Agreements, Supplemental Task Authorizations, and/or Change Orders agreed to in writing by both parties to this Agreement.

2.16 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 Supplemental Agreements, 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 Supplemental Agreements or 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 Supplemental Agreements or 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 Supplemental Agreements or 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 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 Supplemental Agreements, 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.

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 Supplemental Agreement(s) 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

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 AGREEMENTS", "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 AGREEMENT", "SUPPLEMENTAL TASK AUTHORIZATIONS" or "CHANGE ORDER" shall have been agreed to and executed by both parties.

Each such "SUPPLEMENTAL AGREEMENT", "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 noncurrent 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 Supplemental Agreements, Change Orders, Supplemental Task Authorizations and Work Orders authorized. The compensation to be paid the CONSULTANT as set forth in Agreement Exhibit "B" entitled "Compensation and Method of Payment" and Supplemental Agreements, Change Orders, Supplemental Task Authorizations, and Work Orders 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 Supplemental Agreements, 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 SUPPLEMENTAL AGREEMENTS, CHANGE ORDERS, SUPPLEMENTAL TASK AUTHORIZATIONS, and WORK ORDERS 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.

(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 Supplemental Agreement or 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 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 Supplemental Agreement or 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 SUPPLEMENTAL AGREEMENT(S), CHANGE ORDER(S), SUPPLEMENTAL TASK AUTHORIZATION(S), and/or WORK ORDER(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 SUPPLEMENTAL AGREEMENT(S), CHANGE ORDER(S), SUPPLEMENTAL TASK AUTHORIZATION(S) and/or WORK ORDER(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 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, canceled, 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 AGREEMENT(S), 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 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, canceled 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 WORK ORDER(S), SUPPLEMENTAL AGREEMENT(S), CHANGE ORDER(S), 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.

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.
- (5) In the event that the CONSULTANT engages Sub-Consultants or SubContractors 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 SubContractors engaged by the CONSULTANT. However, in the event the services or work of Sub-Consultants or SubContractors 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 Subcontractors 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 Subcontractor(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.)

- (6) The insurance coverage to be obtained by the CONSULTANT or by Sub-Consultants or Subcontractors 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), Supplemental Agreement(s), Work Assignment(s), Supplemental Task Authorization(s), or Work Order(s). In the event the COUNTY shall execute and issue a written Change Order(s), or Work 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), Supplemental Agreement(s), Work Assignment(s), Supplemental Task Authorization(s), or Work Order(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 PUBLIC WORKS ADMINISTRATION, CONTRACTS MANAGEMENT all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval 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: Public Works Administration, 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

- (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 Agreements or 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 canceled 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.

- (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 and 13.02 hereinabove.

(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 WORK ORDER(S), SUPPLEMENTAL AGREEMENT(S), SUPPLEMENTAL TASK AUTHORIZATION(S), and CHANGE ORDER(S) issued thereunder.

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 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 supersede, 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 1/24/02, ~~2001~~.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated 1/28/02, ~~2001~~.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated 1/28/02, ~~2001~~.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and Subcontractor(s)", dated 1/28/02, ~~2001~~.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated 1/28/02, ~~2001~~.
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated 1/28/02, 2001.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

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

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:

PBS&J
(CONSULTANT'S Business Name)
5300 W. Cypress St., Suite 300
(Street/P.O. Box)
Tampa FL 33607
(City) (State) (Zip Code)

Telephone Number: (813) 282-7275

Fax Number: (813) 282-8155

ATTENTION: David Long, P.E.,
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.

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 Supplemental Agreement or 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 SUPPLEMENTAL AGREEMENT(S), or WORK ORDER(S) or 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 SUPPLEMENTAL AGREEMENT(S), WORK ORDER(S), CHANGE ORDER(S), and/or SUPPLEMENTAL TASK AUTHORIZATIONS, the latest executed SUPPLEMENTAL AGREEMENT(S), WORK ORDER(S), CHANGE ORDER(S), and/or SUPPLEMENTAL TASK AUTHORIZATION(S) shall take precedence.

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

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

ARTICLE 24.00 - ACCEPTANCE

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

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

ATTEST:
CLERK OF CIRCUIT COURT
Charlie Green, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____

BY: _____
CHAIRMAN

DATE: _____

APPROVED AS TO FORM

BY: _____
County Attorney's Office

ATTEST:

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

(CONSULTANT)

Becky S. Schaffer

(Witness)
Becky S. Schaffer, Assistant Secretary

BY: *Richard A. Wickett*

(Authorized Signature)
Richard A. Wickett, Chairman of the Board

Deborah L. Shimel

(Witness)
Deborah L. Shimel

(Title)
January 29, 2002

DATE: _____

CORPORATE SEAL:

REV: 10/28/93

EXHIBIT A

Date: 1/24/02

SCOPE OF PROFESSIONAL SERVICES

For KORESHAN BOULEVARD EXTENSION 4-LANING FROM THREE OAKS PKWY TO BEN HILL GRIFFIN PKWY

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The Consultant shall provide and perform the following professional services which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms and provisions of this PROFESSIONAL SERVICES AGREEMENT.

The CONSULTANT shall conduct surveys, development design alternatives, prepare an environmental impact summary, develop traffic data, prepare right of way maps, final plans and specifications, coordinate all utility system adjustments, prepare cost estimates, bid documents, contract documents and all government permit applications which may be required from the U.S. Army Corp. of Engineers, the Florida Department of Environmental Protection, Florida Department of Transportation, the E.P.A., the South Florida Water Management District and Lee County Department of Community Development (Development Order) for the following roadway project:

The scope of this project will encompass extending Koreshan Blvd from Three Oaks Pkwy to Ben Hill Griffin Pkwy. This will include a 4-lane divided roadway with an overpass crossing I-75. The design speed shall be 45 mph and a typical section shall be developed to include landscaping and street lighting.

This Contract Document does not entitle any firm to exclusive rights to County contracts. The County reserves the right to perform any and all required work in house or by any means it so desired.

Section 2. TASKS

Pursuant to the General Scope of the Basic Services stated hereinabove, 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 item(s) set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT."

TASK INDEX

- 1.00 Public Involvement Program
- 2.00 Engineering & Land Surveys
- 3.00 Geotechnical Services
- 4.00 Environmental Inventory and Impact Summary
- 5.00 Traffic Data, Geometric Concepts, and Overpass Proposal
- 6.00 Roadway and Bridge Plans
- 7.00 Utility Relocation Plans
- 8.00 Right-of-Way Plans
- 9.00 Signalization and Street Lighting Plans
- 10.00 Signing and Pavement Marking Plans
- 11.00 Permits
- 12.00 Final Bidding and Contract Documents
- 13.00 Advisory Services During Bidding
- 14.00 Construction Contract Administration and Inspection Services
- 15.00 Landscape Plans - Conceptual
- 16.00 Watershed Studies for Secondary Systems

TASK 1.00 - PUBLIC INVOLVEMENT PROGRAM

The CONSULTANT shall undertake a Public Involvement program which shall include the following:

Task 1.01 Develop and maintain a mailing list of elected and appointed officials in the local area, permit and review agencies, property owners, and any other interested parties.

Attend project kickoff meeting with County representatives.

Task 1.02 Schedule and attend meeting(s) with property owners to present the results of the alternative alignment evaluation. Comments will be solicited and addressed.

Task 1.03 The CONSULTANT shall:

- a. Prepare exhibits, attend and participate in a preliminary Public Information Meeting in conjunction with the Three Oaks Parkway Widening project. The CONSULTANT will coordinate with the County and the consultant for the Three Oaks Parkway Widening project to advertise the Koreshan project with the Three Oaks Parkway Widening project. The CONSULTANT shall send a notification of this meeting to all parties on the mailing list.
- b. Prepare presentation boards with alignment depicted thereon for use as visual aids during the meeting.
- c. A written narrative suitable for hand-out at the Public Information Meeting and for general information. The narrative shall address the following topics.
 - (1) Description of the Proposed Project.
 - (2) Environment consequences related to:
 - Social, economic and cultural resources
 - Physical and natural environment
 - (3) Relationship to Comprehensive Plan, Development Standards and other adopted County Policies and Ordinances.
 - (4) Unavoidable Adverse Environmental Affects and Proposed Mitigation Measures.
 - (5) Any irreversible and irretrievable resource commitments and the long-term and short-term effects of these commitments.

- d. Evaluate and consider identified concerns or challenges to the project alignment or concept obtained at the Public Information Meeting and revise the above exhibits accordingly as approved by the County. Assemble the Task 1.03 work product into a booklet. Participate in a Board of County Commissioners Meeting to accept study and adopt findings.

Task 1.04 A coordination meeting will be held with public official to present the results of the alternatives evaluation.

Task 1.05 Attend a Public Hearing conducted by the COUNTY and the completion of the Detail Plans submittal stage (Task 7.03). The CONSULTANT shall send a notification of this hearing to all parties on the mailing list. Prepare agenda and presentation boards depicting the project. Provide project information, evaluate and consider identified concerns or challenges and revise Detail Plans as approved by the COUNTY.

Task 1.06 Newspaper articles, comment letters, and general correspondence will be gathered and distributed during the project.

TASK 2.00 - ENGINEERING AND LAND SURVEYS

The CONSULTANT shall perform engineering, land survey, and aerial photography services necessary for the subject project as outlined; reference all centerline survey control points; establish the benchline on North American Vertical Datum (1929) throughout the project and tie property lines to comply with Florida Department of Natural Resources Rule, Florida Administrative Code Chapter 16 Q-3 (Florida Status 177 - Part Two). Horizontal data will be referenced to the State plane coordinate system, Florida West Zone, NAD 1983, 1990 adjustment.

Survey work shall be performed under the responsible charge of a Professional Land Surveyor registered in the State of Florida and shall be accomplished in accordance with the Florida Department of Transportation Policy 760.000-760.012, and Florida Department of Transportation Location Manual. Work must comply with the minimum technical standards for Land Surveyors Rule 21HH-6, Florida Statute 472.027; measurements of regular roadway cross-sections may be recorded on electronic data collection equipment.

Task 2.01 Roadway Survey

Provide engineering and land surveys necessary to establish the roadway alignments and intersecting streets within the project limits and obtain topography, cross sections, underground utilities, right-of-way, land ties and required drainage information for existing and proposed drainage systems and in accordance with the master drainage plan/storm run-off treatment areas.

Task 2.02 Underground Utilities

Field locate existing underground utilities, based upon information provided in Task 7.01, only as deemed necessary to identify conflicts or potential conflicts with existing utilities during roadway and drainage construction. Horizontal and vertical location of underground utilities will be obtained prior to completion of Task 6.02. This task includes coordination with various utility companies and assumes that the respective utility shall be responsible for "pot holing" said underground systems. The horizontal and vertical location of each utility will be documented, based on the "pot-holing" performed by the respective utility company or the consultant.

If the utility owners fail to provide the necessary facility information or the COUNTY chooses to obtain the utility information, it is the intent of this scope, that the CONSULTANT employ qualified, competent and experienced personnel to provide the services set forth herein. Such services shall be commensurate with both the prevalent methodologies used by Consultants practicing within subject area of work and with the magnitude and intricacy of the work under consideration. The CONSULTANT will primarily provide quality level A and B information, as described in FHWA Subsurface Utility Engineering publications. The following items are not intended to be comprehensive or exclusive; they are merely set forth as a general outline of the work that is expected.

Designating

For the purpose of this scope, "designate" means to indicate the presence and horizontal location of underground utilities using geophysical prospecting techniques, including electromagnetic, magnetic, sonic or other energy fields. This work is considered quality level B. Survey is to be performed by the CONSULTANT.

The CONSULTANT shall:

1. Obtain all necessary permits from city, county, municipality, railroad or other entity to allow the CONSULTANT to work on existing streets, roads and private property for the purpose of marking, measuring and recording the location of existing underground utilities.
2. Coordinate with utility companies and the appropriate governmental jurisdictions in researching the location(s) of existing utilities. Secure all "as built" plans, plats and other necessary data as supplied by the utility companies. While obtaining the information from the utility companies or governmental jurisdictions, ascertain the age, the size, the material type, the general condition, etc. of the utility.

3. Designate, record and mark the horizontal location of existing underground utilities. No storm sewers are to be designated, unless required on an exception basis. Utility designations shall be returned to the COUNTY in a testhole data report.
4. Determine and inform the COUNTY of the approximate depth of all existing utilities as determined by subsurface utility designating techniques when readings appear valid. This depth indication is understood by both the CONSULTANT and the COUNTY to be approximate only and is not intended to be used in the final design. The CONSULTANT shall take readings every 500 feet.
5. Provide all traffic control to perform the work. All traffic control shall be performed in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD).

The CONSULTANT shall be responsible for furnishing, installing, maintaining and removing necessary traffic signs, barricades, lights, signals, cones, pavement markings and other traffic control devices and shall include flagging and other means for guidance and protection of vehicular and pedestrian traffic through the Work Zone.

6. All completed designating services shall be certified by an official of the CONSULTANT firm on the plans or as directed by the COUNTY. The CONSULTANT shall be responsible for the accuracy of all information presented to the COUNTY.

Locating

Upon completion of preliminary storm drain and structure design, the CONSULTANT will be required to locate utilities that have a high potential for conflicts with the proposed improvements. For the purpose of this scope, "locate" means to obtain precise horizontal and vertical position of the utility line by excavating a test hole. The test holes shall be done using vacuum excavation or comparable nondestructive equipment in a manner as to cause no damage to the utility line. After excavating a test hole, the CONSULTANT shall perform a field survey to determine the exact location and position of the utility line. This work is considered quality level A.

The CONSULTANT shall:

1. Review plans showing areas requiring location (test hole) sites within the project limits. Recommend changes to the location plan, based upon S.U.E. best practices. Obtain utility company records as required.
2. Obtain all necessary permits from city, county, municipality, railroad or other entity to allow the CONSULTANT to work on existing

streets, roads and private property for the purpose of marking, measuring and recording the location of existing underground utilities.

3. Comply with any and all Sunshine One Call and State Law requirements for notification prior to excavation.
4. Coordinate with utility company inspectors as required.
5. Neatly cut and remove existing paving with the cut area not to exceed 225 square inches. Excavate using a method enabling vertical and horizontal exploration through this cut.
6. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings or other protective coverings, such as vacuum excavation, hand digging, etc.
7. Be responsible for any damage to the utility during excavation.
8. Backfill with approved material around utility structure.
9. Furnish, install and color code a permanent above ground marker (i.e. P.K. nail steel pin, or hub) directly above the centerline of the structure and record the elevation of the marker.
10. Provide a permanent restoration of the pavement within the limits of the original cut at the time of backfill. If the test hole is excavated in an area other than the roadway pavement, the area disturbed shall be restored equal or better than the condition before excavation.
11. Provide all traffic control to perform the work. All traffic control shall be performed in accordance with the current edition of the MUTCD.

Provide complete cleanup of work site to equal or better than its pre-excavation.

Task 2.03 Jurisdictional Wetlands Survey

After jurisdictional wetland lines have been flagged and verified by the agencies, the jurisdictional line will be located by GPS to submeter accuracy. A signed and sealed survey will be provided.

Task 2.04 Planimetric

The Consultant shall provide planimetrics of the project area sufficient to define topographical (three dimensional) details along the proposed roadway for the width of 300 feet either side of the centerline.

TASK 3.00 - GEOTECHNICAL SERVICES

The CONSULTANT shall furnish soils investigation and analysis necessary for the design and preparation of construction plans for this project. The geotechnical study will begin with a review of all the available subsurface test data. Sources include the County Soil Survey, USGS Maps, and other information that can be provided by the County and/or FDOT. After the review of the existing geotechnical data, Such as County and FDOT Maintenance Records and the project scope of services, a recommended testing and field exploration program will be developed and presented to the County for approval. A report shall be prepared with recommendations, and pertinent soils data, including measured groundwater tables and estimated seasonal variations, and shall be submitted to the COUNTY for its records. This report will address or incorporate work performed by the county in the development of the scope of this project.

After review and acceptance of the proposed field exploration program by the County, the following test program shall be implemented:

1. Conduct a visual reconnaissance of the project site and locate and coordinate utility clearance and maintenance of traffic.
2. Perform Standard Penetration Test (SPT) borings to provide design information for all structure improvements.
3. Perform geotechnical explorations for the roadway alignment and stormwater management areas including auger borings and permeability testing if required.
4. Conduct additional probes in areas of suspect soils or detrimental conditions, including surface rock, in order to determine their vertical and horizontal extent. The identification will consist of three-dimensional delineation of detrimental soil conditions within the limits of construction.
5. Visually examine all recovered soil samples in the laboratory. Perform laboratory tests on selected representative samples to develop the soil legend for the project using the AASHTO and Unified Soil Classification Systems, as appropriate. The laboratory testing would likely include grain size analyses, Atterberg Limit testing, organic and natural moisture content determination, and corrosion series testing.

The data will be used in performing engineering evaluations, analyses, and for developing geotechnical recommendations for the design and construction of the project structures, roadways, and stormwater management facilities.

Task 3.01 Traffic Control

The work will be coordinated to minimize the amount of traffic interruption. Flagmen, barricades, variable message boards and directional arrows will be used as necessary in accordance with Index 600 Series of the FDOT Roadway and Traffic Design Standards to allow continuous traffic flow.

Task 3.02 Soil Borings and Laboratory Testing

The test program guideline provided is considered the minimum for geotechnical support of the roadway design project. The Geotechnical Consultant is responsible for developing a complete exploration program to support roadway design.

- a. Soil Auger Borings shall be obtained at a minimum of 100 feet intervals along alternating sides of the centerline of the adopted alignment. Auger Borings shall be minimum of 5 feet deep with soil classifications.
- b. In areas where unsuitable material, such as, muck or rock is found, probings shall be taken at each station every 25 feet across the entire width of the proposed right-of-way to determine the extent of the unsuitable stratum.
- c. A minimum of two (2) Standard Penetration Test borings complete with soil classifications and blow counts will be obtained within the construction limits of any bridges including one boring in each abutment, interior pier and approach embankment location. Standard Penetration Test borings shall also be obtained in retention/detention or borrow source locations as appropriate. Test depths and laboratory testing shall be in accordance with FDOT Standards.
- d. Laboratory testing, sufficient to enable a Geotechnical Engineer registered in the State of Florida, to analyze subsurface soil conditions and make design recommendations, shall be performed. Such tests may include, but shall not be limited to, grain size analysis, Atterberg Limits, organic content, etc.

Task 3.03 Reports

Prepare a preliminary and final Roadway Soil Survey and Geotechnical Structures report summarizing the findings and provide recommendations or roadway and bridge foundation design in general accordance with The County outline and FDOT Soils and Foundation manual. The reports will be reviewed for general compliance with the projects QA/QC procedures and Scope of Service.

TASK 4.00 - ENVIRONMENTAL INVENTORY

The CONSULTANT shall furnish a report summarizing the impact of the project on Hydrology, Vegetation, Wildlife, Soils, Wetlands, Floodplains or Riverine Areas, Land Use, Scenic Views, and Archaeology of the area. The report shall contain the following:

Task 4.01 Hydrology

- a. A diagram depicting the hydrology of the area.
- b. A description of the potential impact to ground and surface water resulting from the project.

Task 4.02 Habitat Mapping

- a. A listing of natural land uses found within the project limits.
- b. Aerial photograph depicting the boundaries of the land uses in the project vicinity. Communities should be described using the Florida Land Use Cover and Forms Classification Systems.

Task 4.03 Protected Species and Wildlife

- a. A list of protected species found or anticipated to occur within the project limits.
- b. An assessment of habitat quality for protected species and any potential impacts. If impacts to protected species are anticipated, describe options for mitigation based on correspondence with regulatory agencies.
- c. Identify any USFWS designated Critical Habitat for all protected species.

Task 4.04 Soils

- a. An aerial map of the soils within the project limits identified by Soil Series and Field Mapping Unit Name established by the United States Department of Agriculture's Soil Conservation Service.

Task 4.05 Wetlands

- a. An aerial photograph depicting wetland area(s) within and adjacent to the project limits. Using the USFWS Classification for Wetlands and Deepwater Systems, map and label each wetland and water body found within and adjacent to the project boundaries. Wetland jurisdictional limits shall be determined using methodology defined by the South Florida Water Management District (SFWMD), United States Army Corp. of Engineers and any local government agencies. Additionally, the extent of Resource Protection Areas as defined by the Lee County Comprehensive Plan, Policy IX.D.5. will also be represented.
- b. Describe and quantify wetland impacts and mitigation requirements and options to offset impacts.

- c. Identify permitting requirements for federal, state and local agencies.
- d. Perform evaluations of wetland quality by using the SFWMD Wetland Rapid Assessment Procedure.
- e. Produce a Technical Memorandum summarizing wetland resources, impacts and mitigation. This memorandum will include information identified in Tasks 4.02 and 4.03.

Task 4.06 Floodplains or Riverine Areas

- a. An aerial map showing the extent of floodplains or riverine areas impacted by the project.
- b. A description of the impact on floodplains or riverine areas by the project and mitigation requirements to offset adverse impacts.

Task 4.07 Land Use

- a. A description of any variances that may be required from provisions of the Lee County Comprehensive Plan or implementing ordinances.

Task 4.08 Historic Resources/Parks and Recreation Facilities

- a. A description of Historic Resources and any Parks or Recreation Facilities located within or adjacent to project limits.
- b. A description of potential adverse impacts on these resources as a result of the project and what actions will be taken to avoid or minimize these impacts.

Task 4.09 Archaeology

- a. An aerial map showing the location of any archaeological sites that are within or adjacent to the project limits.
- b. A description of the archaeological site(s), any adverse impacts created by the project and mitigation requirements to offset the adverse impacts.

TASK 5.00 TRAFFIC DATA, GEOMETRIC CONCEPTS, AND OVERPASS PROPOSAL

Evaluation of the proposed facility will consider two elements: the traffic evaluation and the Overpass Proposal Report. The traffic element will evaluate existing traffic conditions and forecast design traffic volumes to determine geometric improvements.

Task 5.01 Traffic Component

a. Establish Existing Conditions

The CONSULTANT shall furnish 24-hour two-way traffic machine counts in 15-minute increments for each intersection approach and 4-hour manual turning movements counts including transit, pedestrian and bicycle counts at the following locations:

- Koreshan Boulevard at Three Oaks Parkway
- Corkscrew Road at Three Oaks Parkway
- Corkscrew Road at I-75 SB Ramps
- Corkscrew Road at I-75 NB Ramps
- Corkscrew Road at Ben Hill Griffin Parkway
- Florida Gulf Coast University Boulevard at Ben Hill Griffin Parkway
- Alico Road at Three Oaks Parkway
- Alico Road at Ben Hill Griffin Parkway

Traffic counts at the above locations shall be made for all intersection approaches. In addition, the CONSULTANT shall furnish 7-day 24-hour two-way traffic machine counts in 15-minute increments for up to three locations.

The CONSULTANT will analyze the resulting data to determine A.M. and P.M. peak hours and the percent of traffic volumes that occur during the peak hour (K_{30} -factor).

In addition, the CONSULTANT will be provided with available accident data for the latest three years from the FDOT, and Lee County for various roadway segments as required. The analysis should include the following:

- Number of crashes – type, location, etc.
- Fatalities – number
- Injuries – number
- Property damage – cost
- Economic loss – cost
- Safety ratios

b. Establish Design Traffic Volumes

This task consists of developing the traffic projections to be used in establishing the basic requirements for the typical section development.

The methodology developed for projecting future traffic volumes for this project will use the Lee County's Florida Standard Urban Transportation Model Structure (FSUTMS) The Consultant will rely on the updated model for developing forecasts for three future year scenarios: opening year, interim year and design year. The analysis will include two (2) alternatives: no-build and build. The alternative modeling efforts will be coded, simulated and summarized.

- (1) The Consultant, for the purpose of documenting the future year network modeling effort, shall prepare a Draft Technical Memorandum. This Draft Technical Memorandum, or traffic report, shall be conveyed to the COUNTY and shall also serve as the COUNTY's approval of the network travel demand estimates.
- (2) After approval of the Draft Technical Memorandum, the Consultant shall proceed with the development of design hour traffic. A Final Technical Memorandum shall be prepared and submitted to the COUNTY showing existing and design year traffic volumes. This technical memorandum shall be conveyed to the COUNTY and shall serve as the instrument for the COUNTY's approval of project traffic.
- (3) The Consultant shall develop daily demand project traffic in schematic form with K, D and T factors for 2001 (existing year), opening year, and design year. The Consultant shall present design hour volumes (DHV) and annual average daily traffic (AADT) volumes in schematic form for the project.
- (4) The Consultant shall use the most recent version of HCS (based on the current Highway Capacity Manual) to perform intersection capacity analysis and roadway level of service analysis, where appropriate. The following scenarios will be analyzed:
 - Existing A.M. and P.M. peak hours
 - Projected opening year and design year A.M. and P.M. peak hours (No-build and Build alternatives)

The Consultant shall document the results and recommendations from the traffic analysis and include these in the Technical Memorandum.

- (5) Two (2) progress meetings will be conducted between the Consultant and the COUNTY during the development of the Technical Memorandum. The purpose of these will be to

update the COUNTY on the existing conditions analysis, development of design hour traffic factors (i.e., K, D and T) and review the results of the future conditions analysis before submitting the Draft Technical Memorandum.

Task 5.02 Establish Typical Sections - With consideration of Level of Service, type of area (rural vs. urban), density of development, and available right-of-way, develop the cross-section elements for roadway alternatives in accordance with design and safety criteria, with consideration of pedestrian and bicycle accommodations.

Task 5.03 Prepare 1"=100' CADD base maps utilizing raster aerial photography for use in developing preliminary design concepts and impact evaluation. Base maps and conceptual design plans shall be suitable for review at a Public Information Meeting. Evaluate up to four alternative alignments (north, centered, south, best fit) for all factors outlined in Task 4 sufficient to select a Preferred Alternative for further development. Determine conceptual bridge configuration, span arrangement, preliminary construction cost. Develop preliminary profiles. Establish at-grade intersection geometry and access management features for all street intersections and driveways along the alignment for the Preferred Alternative.

Task 5.04 Prepare two drafts (Draft and Final) of a Project Concept Memorandum summarizing all evaluations from Tasks 5.01 through 5.03. The Memorandum will include an evaluation matrix comparing environmental impacts from Task 4.00, preliminary construction and right of way costs, MOT, design, CEI and contingency costs, advantages and disadvantages of all viable alternative and the No Build alternatives, as well as concept plans for all viable alternatives. The memorandum will describe and document the process by which the Preferred Alternative is selected for further development. The Memorandum will be summarized in an executive summary.

Task 5.05 Overpass Proposal Report

This section of the scope of services outlines the necessary steps to prepare analyses and document the findings for an Overpass Proposal Report for the Koreshan Boulevard overpass over I-75. This study will follow the technical analysis requirements for overpass proposals on limited-access and adjacent facilities as set forth in the Florida Department of Transportation's (FDOT) The Interchange Handbook, July 2000, hereafter referred to as the Handbook.

To the maximum extent possible, the procedure and methods described in the Handbook will apply. Unless otherwise approved by FDOT, the procedures described therein will be required and represent the preferred overpass proposal process. Should clarification be necessary, the District

will consult with the FDOT Central Office/System Planning Office (CO/SPO) in order to provide a coordinated response consistent with policy objectives for this Study.

The Consultant shall fulfill the requirements set forth in the Handbook, Technical Resource Document 6. Seven distinct tasks will be completed to satisfy these requirements. These tasks include:

- Task 5.051 - Pre-application Methodology Process
- Task 5.052 - Evaluation of Existing Year Conditions
- Task 5.053 - Travel Demand Forecasts
- Task 5.054 - Develop Design Hour Volumes
- Task 5.055 - Operational Analysis
- Task 5.056 - Evaluation of Alternatives
- Task 5.057 - Draft and Final Overpass Proposal Report

a. Task 5.051 - Pre-application Methodology Process

The pre-application methodology process allows the study to be outlined to ensure all involved parties agree to the assumptions and methodology used to conduct the study. The following process is outlined in the Handbook:

(1) Initial Interest Meeting

The purpose of this meeting is to present the desired overpass proposal to the FDOT District Interchange Review Committee (DIRC).

(2) Documentation: Pre-application Proposal

A summary of the approach to complete the overpass proposal will be documented in the Pre-application Proposal. The proposal, at a minimum, will include or discuss the assumptions used for the following items:

- Project location map
- Distance between adjacent interchanges and overpasses on the facility (i.e. I-75) to be overpassed
- Proposed project funding
- Traffic related reasons why the overpass is needed
- The proposed project's consistency with state, MPO, county plans, local government plans and DRI's and

Florida Quality Development's applications and development orders.

The Consultant will package the information listed above and will also determine from the DIRC if any additional information is required for the Proposal. The Consultant will present the proposal to the FDOT for their review and comments. Upon completion of their review process, the Department will present the Preapplication proposal to the DIRC, fifteen (15) working days prior to the Pre-application Methodology Meeting.

(3) Pre-application Methodology Meeting

The attendees of the Pre-application Methodology Meeting will include the DIRC, CO/SPO, the Department, the COUNTY and the Consultant. Representatives from other local agencies, regional planning councils, other state agencies, and FHWA may attend this meeting if requested by the DIRC. The purpose of this meeting is to establish the methodology for the overpass proposal. The minimum requirements for this proposal are listed on page 8-10 of the "Handbook". The Pre-application proposal, submitted for review prior to the meeting, will provide the basis for establishing the methodology. The items that are agreed upon at the meeting will be summarized in the Methodology Letter of Understanding (MLOU).

(4) Documentation: Approach summary to the project

The Consultant will prepare the MLOU and submit to the Department for their review and comments. This letter documents the agreements reached on the elements of the analysis and criteria at the Pre-application Methodology Meeting. Upon completion of their review process, the Department will transmit the MLOU to the DIRC and the CO/SPO for review and comments. The DIRC and CO/SPO will also consult with FHWA during this review process. Once all parties agree with the contents of the MLOU, it will be signed by the DIRC Coordinator and CO/SPO. The signed MLOU serves as the Notice to Proceed with the technical requirements of Overpass Proposal Report, as outlined in the Handbook.

b. Task 5.052 - Evaluation of Existing Conditions

Efforts will be made to coordinate the technical aspects of the Overpass Proposal Report with the traffic report completed for the COUNTY, as noted in Task 5.01. This includes existing year traffic

count data, traffic factors and reporting of existing operating conditions.

c. Tasks 5.053, 5.054 and 5.055 - Development of Future Year Travel Demand and Analyses

Four network alternatives noted in the Handbook's Technical Resource Document 5 are required to be evaluated for an overpass proposal. These include:

- No-Build
- Build
- Transportation System Demand Management
- Alternative Travel Modes

Three future year alternatives will be evaluated as part of the overpass proposal report. Each alternative listed above will be evaluated for the A.M. and P.M. peak hour for each applicable analysis year listed below:

- Existing year
- Opening year
- Interim year (half way between opening & design years)
- Design year

The Consultant will schedule a Methodology Meeting with FDOT District One Planning. The purpose of this meeting will be to review the approach to developing the DDHV. The assumptions and procedure that will be used to develop the DDHV will be agreed upon at this meeting.

The Consultant will develop the DDHV according to the procedure agreed upon at the methodology meeting. The Consultant will develop DDHV for each Alternative and each applicable analysis year agreed to for the project. The Consultant will submit the DDHV to the FDOT District One Planning for review and approval. Upon approval of the DDHV by FDOT District One Planning, the Department can authorize the Consultant to proceed with the operational analysis.

All operational analyses will be submitted to the Department for their review.

d. Task 5.056 Evaluation of Alternatives

1. Criteria for Evaluation

The following evaluation criteria will be used to determine viable alternative(s). These criteria will be used to evaluate each Alternative for the applicable analysis years listed in previous Task.

- * Conformance with Master Plan and FDOT Policies and Standards
- * Compliance with FHWA Requirements
- * Traffic Operational Performance
- * Environmental Impacts
- * Achievement of APPLICANT'S Objectives
- * Project Costs

The CONSULTANT will refer to the Agreements reached and documented in the MLOU and they will also refer to Section 13 of the "Technical Resource Document" regarding the evaluation procedures for the criteria listed above.

2. Comparison of Alternatives

The CONSULTANT will develop a matrix that will compare the criteria for each Alternative and applicable analysis year listed in Tasks 5.053, 5.054 and 5.055 of this Scope of Services. Tables 13-1 and 13-2 of "Technical Resource Document 13" will be referred to during the development of the matrix. The types of criteria evaluated include traffic performances, environmental, and cost of each geometric alternative. Therefore, in addition to the evaluation conducted for Tasks 5.01 through 5.04, information will be collected from the work efforts conducted for Tasks 4 and 5 to create this matrix.

The viable alternative(s) will be selected based on the information presented in the evaluation matrix. This comparison process and selection of viable alternative(s) will be documented in Alternatives Evaluation Report.

e. Task 5.057 – Draft and Final Overpass Proposal Report

Once evaluation of alternatives have been finalized they will be included in a draft Overpass Proposal Report along with existing conditions and future traffic analyses. The draft report will be provided to the COUNTY for review and comments. Once the Consultant addresses the comments by the COUNTY the draft report will be submitted first to the DIRC for review and comments then the FHWA for review and comments. The Consultant will address the comments from the DIRC and FHWA. The report will then be finalized once there is concurrence from the DIRC and FHWA.

TASK 6.00 - ROADWAY AND BRIDGE PLANS

The Consultant shall furnish design services necessary to perform project design and prepare roadway and bridge/culvert construction plans and specifications as set forth in Exhibit E and in accordance with the highway design and plans preparation standards in effect on the date this Agreement is approved by the COUNTY as set forth in the Florida Department of Transportation Standard Specifications, Florida Department of Transportation Roadway Plans Preparation Manual, Drainage Manual, and Federal Highway Planning Manual, 6-7-3-2. Plans shall be accurate, legible and complete in design.

Roadway plans shall be prepared to include: plotting of survey data; establishment of profile grades; preparation of key map, bridge hydraulics sheet, plan-profile sheets (including geometric calculations), typical section sheets, summary of quantities (including computation booklet), maintenance of traffic plans, cross-section sheets (including earthwork computations) and other detail sheets necessary to convey the intent of the design for the Scope of Services outlined herein.

The CONSULTANT shall submit design notes and computations to document the design conclusions reached during the development of the final construction plans.

The design notes and computations shall be recorded in 8-1/2" x 11" computation sheets, fully titled, numbered, dated, indexed, and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or otherwise reduced to 8-1/2" x 11" size. The data shall be bound for submittal to the County.

One copy of the appropriate design notes and computations shall be submitted to the COUNTY at each plan review stage. When the plans are submitted for final review, the design notes and computations, corrected for any COUNTY comments, shall be resubmitted. At the project completion, a final set of the design notes and computations shall be submitted with the record set of plans and tracings.

The design notes and calculations shall include, but not be limited to, the following data:

- a. Design criteria used for this project.
- b. Geometric design calculations for horizontal alignment that is not included in the quantity computation booklet.
- c. Vertical geometry calculations with rationale for establishment of minimum pavement elevations.
- d. Drainage computations.

- e. Earthwork calculations not included in the quantity computation booklet.
- f. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
- g. Calculations of quantities for all items set forth in the Bid Form.
- h. Pavement design.

Each drawing of each submittal shall be signed by the appropriate Professional Engineer for the type of work depicted on the drawings. Each set of plans and each page of the design computations and quantity computation booklet shall be signed and checked by an appropriate design professional in accordance with the Florida Department of Transportation's Plan Preparation Manual. Each submittal called for below shall be delivered with a transmittal letter signed by the CONSULTANT's Project Manager stating that the submittal package is complete. Work may not proceed on the next submittal until written review comments from the COUNTY have been given to the CONSULTANT and appropriate modifications have been made by the CONSULTANT to the plans, designs, etc.

The CONSULTANT shall conduct project plan reviews with the COUNTY, as a minimum, at the Grades and Geometrics (30%), Basic Plan (60%), and Detail Plan (90%) stages. Each review shall be a verbal presentation supplemented with appropriate plans, displays or other visual aids. Plan development at the respective submittal stages shall conform to the following:

Task 6.01 Grades and Geometrics (30%)

The CONSULTANT shall submit to the COUNTY four (4) sets of prints for review purposes. The plans shall depict existing topographical features, existing right-of-way and easement lines and shall contain the following:

- a. Plan and Profile Sheets (1" = 40').
- b. Existing project cross-section sheets (100' intervals). Including cross sections at all roadway and drive intersections.
- c. Drainage maps depicting existing drainage areas, existing drainage structures, and existing flow patterns (1" = 200').
- d. Proposed typical section or sections.
- e. Proposed preliminary additional right-of-way.
- f. Proposed preliminary intersection geometry.
- g. Proposed preliminary vertical alignment.

- h. Plan showing type, size, typical section, elevation and location of any proposed bridge/culvert structure(s).

The CONSULTANT shall submit an ORDER OF MAGNITUDE ESTIMATE of the cost of constructing the project.

Task 6.02 Basic Plans (60%)

The CONSULTANT shall submit to the COUNTY four (4) sets of prints and draft contract documents. The submittal shall reflect development of:

- a. Design Cross Sections.
- b. Storm Drainage System
- c. Drainage Structures and Drainage Outfalls.
- d. Bridge Foundation Plans.
- e. Bridge Substructure.
- f. Bridge Superstructure.
- g. Bridge Approach Slabs.
- h. Draft Contract Documents.
- i. Draft Maintenance of Traffic Plan.
- j. Draft Construction Phasing Plan.
- k. Reports and calculations required to document design decisions reached during development of plans.
- l. Drafts of all Environmental Permits required by various permit agencies complete with required sketches, drawings and description.

The submittal shall include all drainage calculations, stormwater attenuation/detention requirements, storm sewer tabulation sheets, and a BUDGET ESTIMATE of the cost of constructing the project. All known utility conflicts shall be identified and the CONSULTANT shall notify affected utilities in accordance with Task 7.00, Utility Relocation Plan.

The draft bid documents shall be reviewed by the COUNTY's Project Sponsoring Department, Public Works, Legal Department and Division of Risk Management for compliance with the County's procurement policies and practices, insurance requirements and other regulations or requirements.

Task 6.03 Detail Plans (90%)

The CONSULTANT shall submit four (4) sets of prints to the COUNTY for review. The plans shall be complete construction plans, including a plan for maintenance of traffic, construction phasing and utility adjustments with the exception that quantity computation booklet and summary of quantities of all items required for the construction of project and made a part of the final contract documents (Task 12.00) will not be included. Reports and calculations required to document design decisions reached during the development of plans shall be submitted along with the plans.

TASK 7.00 - UTILITY RELOCATION PLANS

The requirements of the various utility services shall be recognized and properly coordinated by the CONSULTANT during the project design. The CONSULTANT shall provide to the COUNTY such representation and technical assistance as may be necessary for coordination and/or negotiation with utility owners or other public agencies affected by the project. Utility adjustment plans shall be prepared on the roadway and bridge plans to show the proposed utility locations when adjustment is required. The required utility adjustments will be designed by each utility and provided by the affected utilities (water, sanitary sewer, power, gas, electrical, telephone, cablevision, etc.) on prints of roadway and bridge plans provided to the utility by the CONSULTANT after the basic plan review. The contract schedule (Exhibit "C") is based upon receipt of the relocation design from the utilities within 90 calendar days (or a time span negotiated with each Supplement) from submission of the roadway and bridge Basic Plans to the utilities for their use in showing their proposed adjustments. Copies of all correspondence to or from all utilities shall be supplied by the CONSULTANT to the COUNTY. Work under this task shall include the following:

Task 7.01 Utility Notification

Upon completion of the Grades and Geometrics (30%) plans review, the Consultant will transmit a copy to the utility companies requesting their submittal of a marked-up plan of their existing facilities, either by as-builts or field location, along with their comments and proposed relocations relative to the proposed project.

Task 7.02 Utility Coordination

The CONSULTANT shall, by certified, return receipt requested mail, send Basic Roadway Plans (60%) to each utility for their review requesting them to return plans showing additions or corrections to existing facilities and their proposed relocations where adjustments are necessary.

Task 7.03 Final Utility Relocation Plans

Upon receipt of plans reviewed and signed off by the utilities within 90 calendar days (or a project-specific time frame) after written request is made, any additions and/or corrections will be made to the roadway and bridge plans. Utility adjustments provided by the utilities will be shown in the CONSULTANT's Detail Plans submittal. If no response is received by the CONSULTANT by an agreed upon time limit after submission to the utilities, the CONSULTANT shall so notify the COUNTY. The COUNTY shall then, by certified, return receipt requested mail notify said utilities that the future costs of relocation, delays or redesign necessitated by their failure to respond shall be borne solely by them. Copies of such letters shall be given to the CONSULTANT.

The 90% plan will show the existing and proposed location of the utilities provided to the Consultant by the utility company. The timing may be negotiated and is usually about 90 days.

TASK 8.00 RIGHT-OF-WAY MAPS

The CONSULTANT shall prepare the right-of-way maps according to Lee County standards. Proposed right-of-way lines and easement lines will be shown on the construction plans. Right of way maps shall be referenced to the State Plane Coordinate System, Florida West Zone, N.A.D. 1983, 1990 adjustment.

The COUNTY will provide all title abstracts and tax receipts to the CONSULTANT sufficient for use in preparing the right-of-way maps and legal descriptions. The COUNTY will provide copies of right-of-way maps in its possession. Plans will be submitted for review as follows:

Task 8.01 Preliminary Right-of-Way Maps

Four (4) sets of prints of right-of-way maps showing existing right-of-way and land ties shall be provided to the COUNTY for their review. The CONSULTANT shall identify necessary additional right-of-way, easements, or other land interests needed to construct and maintain the project and to meet requirements identified during the permitting agencies field review. Additional land requirements shall be shown and detailed by stationing and dimensioning on a reproducible copy of the right-of-way maps. These will include key maps (1" = 200') and details plans (1" = 40') and shall be provided to the COUNTY at the Grades and Geometrics Plans (30%) review stage. The 30% right-of-way maps shall also include the Mean High Water Survey and jurisdictional areas claimed by affected agencies.

Task 8.02 Final Right-of-Way Maps

One (1) set of prints for final right-of-way plans will be provided by the CONSULTANT on reproducible drafting film and also four (4) sets of

prints, signed and sealed. Easements for grading outside the right-of-way to conform adjacent property to the proposed construction will be addressed as either necessary for construction or as desirable for aesthetics. These plans include key maps (1" = 200') detailed right-of-way maps (1" = 40') and a sheet with a listing of takings for right-of-way and required construction and drainage easements.

Final right-of-way maps for roadway, bridge, easements and drainage facilities shall be prepared and submitted by the CONSULTANT within thirty (30) calendar days of receipt of the Basic Plans (60%) submittal review comments from the County, including all legal descriptions and parcel sketches.

Task 8.03 Legal Descriptions and Parcel Surveys

Two (2) copies of a legal description and parcel survey of each parent tract, acquisition parcel and remainder required for right-of-way, drainage easement, construction easement, mitigation or combination thereof shall be provided by the CONSULTANT at an appropriate scale on 8 1/2 x 14 paper. The fee includes a one-time staking of the physical right-of-way taking when requested by the COUNTY for land acquisition or other purposes; the COUNTY will determine the timing.

Task 8.04 Right-of-Way Monumentation

- a. Monument and reference final right-of-way lines throughout project according to FDOT procedures.
- b. Assign coordinates to each right-of-way monument based on the state plane coordinate system and record on final right-of-way.

TASK 9.00 - SIGNALIZATION AND STREET LIGHTING PLANS

The CONSULTANT shall furnish design services and prepare a complete set of construction plans for the signalization of intersections of Koreshan Boulevard and Three Oaks Parkway and Koreshan Boulevard and Ben Hill Griffin Parkway and a complete set of construction plans for the roadway lighting within the Koreshan Blvd. project limits. Plans will be prepared in accordance with the Florida Department of Transportation Plans Preparation Manual, District One guidelines for development of signalization requirements and submitted for review as follows:

Task 9.01 Basic Plans

The CONSULTANT shall submit to the COUNTY four (4) sets of prints of the preliminary plans for review. Plans will include:

- a. Plan sheet showing poles, signal heads, controllers, loop locations, luminaries and appurtenances (Scale 1 inch = 80 feet for Signal Plans; 1 inch = 100 feet for Interconnect Sheets).
- b. Copies of intersection design volumes, recommended signal phasing, timing, and capacity analysis.
- c. Existing signal system interconnects and proposed signal interconnects, to include evaluation of all signals and proposed signals along the alignment with recommendations for interconnection and progression.
- d. Lighting Plan sheets showing light poles and luminaires, labels for each light pole with proper station and circuit number, conduit run between light poles and tentative location of the distribution points. (Scale 1 inch = 80 feet for Lighting Plans).
- e. Pole Data sheet showing each light pole number, circuit number, station, pole height, luminaire wattage, arm length and light pole setback. The first Pole data sheet will also include the Lighting Design Criteria, and a symbol legend with a description for each symbol
- f. Tabulation of Quantities sheets showing the Pay Item Number with proper description for each item used.
- g. A Lighting Design Analysis Report outlining the lighting calculations and the spacing on the light poles.
- h. Copy of the letter sent to the power company requesting the electrical services for the roadway lighting.

These plans will be submitted with the Basic Plans 60% under Task 6.02.

Task 9.02 Detail Plans

The CONSULTANT shall submit to the COUNTY four (4) sets of prints of the preliminary plans for review. Plans will include:

- a. Final signal plans.
- b. Lighting Plan sheets showing light poles and luminaires, labels for each light pole with proper station and circuit number, conduit run between light poles, wiring call outs on each conduit run and location of the distribution points with full description including the rating of the main and branch circuit breakers. (Scale 1 inch = 80 feet for Lighting Plans). The plans will incorporate any comments received from the County

- c. Pole Data sheet showing each light pole number, circuit number, station, pole height, luminaire wattage, arm length and light pole setback. The first Pole data sheet will also include the Lighting Design Criteria, and a symbol legend with a description for each symbol.
- d. Tabulation of Quantities sheets showing the Pay Item Number with proper description for each item used and the quantities at each lighting plan sheet.
- e. Voltage drop calculations for each branch circuit.
- f. Load analysis for each branch circuit and for each Distribution Point.
- g. Copy of the confirmation letter received from the power company on the agreed service voltage, the location of the service points and whether the service is aerial or underground.

These plans and report will be submitted with the Detail Plans 90% Under Task 6.03.

TASK 10.00 - SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall furnish design services and prepare construction plans for traffic signs and pavement markings for the entire project (Scale: 1 inch = 80 feet). Plans (4 sets) shall be submitted with the 60% and 90% review stages as with the final roadway and bridge plans in accordance with the Florida Department of Transportation Roadway and Traffic Design Standards for review.

TASK 11.00 - PERMITS

The CONSULTANT shall prepare permit applications, data and drawings required for submittal to all local, state and federal agencies having permit jurisdiction including, but not limited to, the Lee County Department of Community Development, U.S. Army Corp. of Engineers, the South Florida Water Management District and Florida Department of Transportation.

Drainage design shall include stormwater treatment and attenuation required to comply with rules of the Florida Department of Environmental Protection and the South Florida Water Management District (SFWMD). The prerequisite stormwater permit applications shall be prepared in accordance with Chapter 17-25, REGULATION OF STORMWATER DISCHARGE, FLORIDA ADMINISTRATIVE CODE, and Chapters 40E-4 and 40E-40 of SFWMD. The COUNTY shall review the permit applications and shall have a representative at all conferences between the CONSULTANT and the permitting agency and shall be copied on all correspondence between the CONSULTANT and the permitting agencies.

The Coordination and Permitting process shall be as follows:

Task 11.01 Permit Application and Initial Meeting with Permitting Agencies

Permitting agencies shall be notified of the proposed project prior to submittal of Grades and Geometrics (30%) design. No more than three pre-application meetings shall be held with representatives of the regulatory agencies to review the proposed project and to obtain their comments and areas of concern which shall be included in the Grades and Geometrics plans review with the COUNTY.

Task 11.02 Permit Applications

Permit application form including required design information and data shall be completed by the CONSULTANT thirty (30) calendar days prior to the Basic Plans (60%) review, and submitted to the COUNTY for its approval and appropriate signature. The CONSULTANT shall then submit the Permit Application to the appropriate agencies after COUNTY approval of the Basic Plans (60%). The CONSULTANT shall advise the COUNTY well in advance of the application as to the amount of the permit fee so as not to delay the submission.

Task 11.03 Permit Revisions

The CONSULTANT shall respond to agency review comments, revise applications and Basic Plans, final right-of-way plans including legal descriptions and parcel sketches and submit additional material required to support the proposed design if required, and coordinate with the COUNTY and permitting agencies to obtain approval of the permits. Requirements of permitting agencies shall be incorporated into final contract documents including storm water treatment and attenuation as may be required.

TASK 12.00 - FINAL BIDDING AND CONTRACT DOCUMENTS

Once the final roadway and bridge plans, signalization and signing and pavement marking plans or other plans have been approved by the COUNTY, a final set of bidding and contract documents will be prepared for the construction of the improvement. This task will include the following:

Task 12.01 Final roadway and bridge plans, a quantity computation booklet and summary of quantities, and CONSTRUCTION COST ESTIMATE.

Task 12.02 Final signalization, signing and marking plans, or other plans, summary of quantities and CONSTRUCTION COST ESTIMATE.

Task 12.03 Special provisions and other appropriate contract documents for incorporating Florida Department of Transportation specifications, U.S.

Army Corps. of Engineers, Department of Environmental Protection and South Florida Water Management District or D.O. permit requirements in the bid documents.

Task 12.04 Complete bidding and contract documents ready for bid including all forms, general conditions, all approved permits and other material required by the Lee County Contract Manual, the Department of Public Works, Legal Department and Risk Management.

TASK 13.00 - ADVISORY SERVICES DURING BIDDING

After approval of construction plans and bidding documents by the COUNTY, the CONSULTANT shall perform the following services:

Task 13.01 Attend and participate with the COUNTY in scheduling and presenting a Pre-Bid Conference. Provide the COUNTY with six (6) sets of complete bidding and contract documents for its use.

Task 13.02 Issue complete bidding and contract documents to all prospective bidders from the CONSULTANT's office or provide reproducible plans to the COUNTY, however it is negotiated. A non-refundable fee may be charged to the prospective bidder for this service to cover costs. This fee is subject to approval by the COUNTY.

Task 13.03 Respond to Bidders' inquiries and prepare addenda for issuance by the COUNTY.

Task 13.04 Evaluate the bids received by the COUNTY and provide written recommendations to the COUNTY.

Task 13.05 Provide the COUNTY with a Unit Price Bid Tabulation including all bona fide bidders.

Task 13.06 The CONSULTANT shall attend the pre-construction conference, prepare meeting minutes and distribute the minutes to all attendees.

TASK 14.00 - CONSTRUCTION CONTRACT ADMINISTRATION AND INSPECTION SERVICES

During the construction phase, the CONSULTANT shall furnish professional services of Construction Contract Administration and/or Inspection Services.

Task 14.01 Change Orders/Interpretations/Site Visits

The CONSULTANT shall prepare Change Orders as required and as may be initiated or recommended by the COUNTY, the CONSULTANT or the CONTRACTOR(S). The CONSULTANT shall act as the COUNTY's CONSULTANT to require special inspection or testing of the work subject

to the written approval of the COUNTY, act as initial interpreter of the requirements of the contract documents, and render evaluations of the acceptability of the work there under.

The CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of CONTRACTOR(S) and to determine if work is proceeding in substantial accordance with the contract documents. On the basis of such on-site observations as the COUNTY's consultant, the CONSULTANT shall keep the COUNTY informed of the progress of the work and shall endeavor to protect the COUNTY against observed defects or deficiencies in the work or delays of the CONTRACTOR.

The CONSULTANT shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the CONTRACTOR(S) or the safety precautions and programs incident to the work of the CONTRACTOR(S). The CONSULTANT shall not be responsible for the failure of the CONTRACTOR(S) to perform the work in accordance with the contract documents.

Task 14.02 Shop Drawings

Review, reject and/or approve shop drawings which each CONTRACTOR is required to submit, but only for conformance with the design concept of the project and compliance with the contract documents. Also determine the acceptability, subject to County approval, of substitute materials and equipment proposed by Contractors. All this work will be scheduled, transmitted and received by the COUNTY.

Task 14.04 Clarifications

The CONSULTANT will respond to requests of the COUNTY for necessary clarifications and interpretations of the contract documents. The compensation for the work in this paragraph is not intended to be applied as a remedy to any plan or document deficiencies that may become evident during the construction phase.

Task 14.05 Pay Requests

The CONSULTANT shall review payment requests submitted by the CONTRACTOR and determine the amount owed to the CONTRACTOR.

The CONSULTANT's recommendation for payment shall constitute a representation by the CONSULTANT to the COUNTY, based on the CONSULTANT's qualified design professional and on the CONSULTANT's review of the applications for payment and the accompanying data and schedules that the work has progressed to the point indicated; that to the best of the CONSULTANT's knowledge,

information and belief, the quality of the work is in accordance with the Contract Bid Documents and that the CONTRACTOR is entitled to the amount of payment recommended.

However, by recommending any such payments, the CONSULTANT shall not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or quantity of the work beyond the responsibilities specifically assigned to the CONSULTANT in the project's supplement to the master contract.

Task 14.06 Full-time Inspections

The County may ask for full-time inspection services. In this task, the CONSULTANT shall, in addition to the services provided under Task 14.01, provide daily on-site inspection services to review the progress of the work. Bound daily field inspection logs and reports in Lee County format shall be provided to the COUNTY on a monthly basis, noting observations on the character of the work, work progress, observed deficiencies, defects, delays and problems. The CONSULTANT shall provide a written report, submitted month, for work completed during the reporting period. The report shall recap the status of construction, whether ahead or behind the approved construction schedule, status of guarantees, warranties, review of material test results, need for contract modification, if necessary, and impact on project budget.

Alternatively, the CONSULTANT will provide qualified personnel of various ability to work directly under the supervision of the COUNTY's Construction Administration staff. This will be determined on a project-by-project case. The credentials and experience of all such individuals must be reviewed and approved, and he/she may be personally interviewed.

Task 14.07 Materials Testing

The CONSULTANT shall work with the laboratory hired by the COUNTY for the performance of sampling and testing of component materials and completed work items in conformance with the Florida Department of Transportation Material Sampling, Testing and Reporting Guide in effect at the time the COUNTY approved this agreement, to the extent that will confirm that the materials and workmanship incorporated into the project is in substantial conformity with the requirements of the plans, specifications and contract documents.

Task 14.08 Final Inspection/Certifications

Participate in a pre-final inspection for the purpose of determining if the project is substantially complete, and participate with the COUNTY in the preparation of a written "punch list" of all incomplete, defective or deficient items.

Participate in a final inspection together with County and Contractor representatives to assure that all "punch list" items are completed and the work is indeed completed in accordance with all contract documents. Upon completion of the final inspection, certify, in writing to the COUNTY, that the work in place is acceptable, subject to any conditions therein expressed.

After satisfactory completion of the project, the CONSULTANT shall prepare certification and/or notification of the completion of construction to the satisfaction of any permitting agency requiring such a submittal.

Task 14.09 Record Drawings

Prepare record drawings delineating the dimensions, locations, elevations, etc. of all facilities as constructed. Provide the COUNTY with one set of reproducible mylar drawings and three (3) sets of full size prints of the record drawings clearly marked "as built." In preparing these drawings, the CONSULTANT will revise the original contract drawings utilizing information provided by the COUNTY from the contractor who will upgrade "as built" information periodically as the construction effort progresses, and as supplemented by appropriate observation or survey work by the CONSULTANT.

CONTRACTOR to the COUNTY CONSULTANT to provide electronic disks. These record drawings shall not show any changes from the original plans, which do not exceed tolerances listed:

- Elevation Greater than .0833 feet.
- Horizontal Stationing Greater than 1.0 feet.
- Distances Greater than 1.0 feet.
- Structure dimensions Greater than .0833 feet.
- Material Changes All.
- Product Changes All.

Based on record drawing information furnished by the CONTRACTOR, the CONSULTANT shall prepare certification letters to permit agencies.

TASK 15.00 – LANDSCAPE PLANS – CONCEPTUAL

The CONSULTANT shall provide planning services and shall prepare conceptual plans for the development of median landscaping and/or landscaping buffers. The CONSULTANT shall assist the COUNTY Project Manager in scheduling and conducting one public meeting with neighborhood groups and City officials. Upon identifying the desired landscape elements, the CONSULTANT will prepare conceptual plans for the various elements identified at the initial meetings. These landscape elements will include street median plantings, landscape buffering and side road plantings. Upon preparation of conceptual plans, the

CONSULTANT will assist the COUNTY Project Manager in scheduling and conducting one follow up meeting to finalize the selection of those conceptual elements to be incorporated into the construction plans. The COUNTY's Project Manager and/or other appropriate COUNTY representative(s) will attend all scheduled meetings.

The CONSULTANT shall prepare a report summarizing the results of the conceptual planning and development order. The report shall include budgetary, opinions of probable construction cost for the various buffer elements as well as advantages, disadvantages and restrictions for each buffer element as they relate to the roadway construction. Based on the results of the report, the COUNTY shall select those landscape buffer elements or combinations thereof for final design and incorporation into the final roadway construction documents. Based on the selected buffer elements, a final design scope and fee for incorporation of landscape buffer elements into the construction documents shall be negotiated with the COUNTY as additional services.

Task 16.00 WATERSHED STUDIES FOR SECONDARY SYSTEMS – (Optional)

Prepare watershed study(s) for selected conveyances of secondary systems. The study will analyze the existing system to determine watershed boundaries, sensitive lands (RPA's), existing and proposed conveyance elements, flow quantities, flood profiles, groundwater table elevations, existing and proposed easements, and budget cost estimates.

N:\projects\Koreschan_Blv\Contract\Scope & Manhours\final scope.doc

Date: January 28, 2002

COMPENSATION AND METHOD OF PAYMENT

for

KORESHAN BOULEVARD EXTENSION (from Three Oaks Pkwy to Ben Hill Griffin)

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 n LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Public Involvement Program	30,127.25	NTE	
2	Engineering & Land Surveys	149,914.24	NTE	
3	Geotechnical Services	28,901.64	NTE	
4	Environmental Inventory and Impact Summary	52,096.31	NTE	
5	Traffic Data, Geometric Concepts, and Overpass Proposal	204,482.94	NTE	
6	Roadway and Bridge Plans	622,412.51	NTE	
7	Utility Relocation Plans	31,177.64	NTE	
8	Right-of-Way Plans	59,111.81	NTE	
9	Signalization and Street Lighting Plans	61,519.14	NTE	
10	Signing and Pavement Marking Plans	29,495.79	NTE	
11	Permits	55,020.05	NTE	
12	Final Bidding and Contract Documents	8,649.80	NTE	
13	Advisory Services During Bidding	14,678.28	NTE	
14	Construction Contract Administration and Inspection Services	N/A		
TOTAL		CONT'D		

(Unless list is continued on next page)

CMO:033
09/25/01

COMPENSATION AND METHOD OF PAYMENT

for

KORESHAN BOULEVARD EXTENSION (from Three Oaks Pkwy to Ben Hill Griffin)

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.)
15	Landscape Plans – Conceptual	N/A		
16	Watershed Studies for Secondary Systems	N/A		
TOTAL		1,347,587.40		

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

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

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

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated January 28, 2002, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: January 28, 2002

ATTACHMENT NO. 1 TO EXHIBIT B

Date: January 28, 2002

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for

KORESHAN BOULEVARD EXTENSION (from Three Oaks Pkwy to Ben Hill Griffin

CONSULTANT OR SUB-CONSULTANT NAME: PBS&J
(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	36.30	3.05	110.72
Chief Engineer	48.63	3.05	148.32
Senior Engineer/Professional	36.82	3.05	112.30
Project Engineer/Engineer	28.23	3.05	86.10
Designer/Senior Technician	21.72	3.05	66.25
Survey Technician	23.73	3.05	72.38
Technician	16.71	3.05	50.97
Administrative Assistant	14.31	3.05	43.65

*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".

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for

KORESHAN BOULEVARD EXTENSION (from Three Oaks Pkwy to Ben Hill Griffin

CONSULTANT OR SUB-CONSULTANT NAME Archaeological Consultants Incorporated

(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			129.96
Principal Investigator			129.96
Architectural Historian			60.03
Project Archaeologist			62.46
Design Technician			55.08
Technician			39.98
Clerical			42.17

*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".

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for

KORESHAN BOULEVARD EXTENSION (from Three Oaks Pkwy to Ben Hill Griffin

CONSULTANT OR SUB-CONSULTANT NAME Barraco
 (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)
Professional Engineer			110.00
Project Engineer			98.00
Senior Designer			75.00
Senior Inspector			65.00

*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".

Date: January 28, 2002

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for

KORESHAN BOULEVARD EXTENSION (from Three Oaks Pkwy to Ben Hill Griffin

CONSULTANT OR SUB-CONSULTANT NAME Cella Associates

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

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Project Manager			111.00
Sr. Professional			92.30
Planner			78.18
Technician			67.11
Administrative			57.82

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

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

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

Date: January 28, 2002

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for KORESHAN BOULEVARD EXTENSION (from Three Oaks Pkwy to Ben Hill Griffin

CONSULTANT OR SUB-CONSULTANT NAME Deni Associates

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

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Four Man Crew Design Survey (per day)			920.00
Professional Surveyor (Office)			75.00
Technician (Office)			53.00

*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".

Date: January 28, 2002

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for

KORESHAN BOULEVARD EXTENSION (from Three Oaks Pkwy to Ben Hill Griffin

CONSULTANT OR SUB-CONSULTANT NAME JGK Corporation

(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			100.00

*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".

Date: January 28, 2002

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for KORESHAN BOULEVARD EXTENSION (from Three Oaks Pkwy to Ben Hill Griffin
CONSULTANT OR SUB-CONSULTANT NAME Tampa Bay Engineering Group, 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			117.91
SUE Manager			92.54
Technical Support			38.81
Utility Designation Engineering Field Services (per day)			1584.10
Utility Locating Field Services (per day)			2087.47
3 person Survey Crew (per day)			979.00
Survey Technician/PSM			71.64
PLS			82.79

*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".

Date: January 28, 2002

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for KORESHAN BOULEVARD EXTENSION (from Three Oaks Pkwy to Ben Hill Griffin

CONSULTANT OR SUB-CONSULTANT NAME Universal Engineering Services

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

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Sr. Geotechnical Engineer			75.00
Project Engineer			50.00
Staff Geotechnical Engineer			57.50
Sr. Engineering Technician			35.00
Engineering Technician			25.00
Drafting			30.00
Secretarial			24.00
Two Man Drilling Crew			75.00

*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".

ATTACHEMENT NO. 2 TO EXHIBIT B

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for KORESHAN BOULEVARD (from Three Oaks Pkwy to Ben Hill Griffin Pkwy)

DATE: January 28, 2002

CONSULTANT NAME

PBS&J

ITEM	Description	Actual
Aerial Photography (ACA)	1 @	\$ 4,615.00
Aerials (SFWMD)	6 @ \$10.00 ea.	\$ 60.00
Data CD (box)	2 @ \$9.97 ea.	\$ 20.00
Environmental Field Equipment		\$ 210.00
Film (includes processing and reprints)		\$ 127.80
FTE Traffic Counts		\$ 8,452.50
Lodging (per person)	23 @ \$55.00 ea.	\$ 1,265.00
Meals (breakfast)	NTE \$3	\$ 198.00
Meals (lunch)	NTE \$6	\$ 476.00
Meals (dinner)	NTE \$12	\$ 792.00
Permit Fees		\$ 5,500.00
Reproduction - acetate 8 1/2" x 11"	58 @ \$.83 ea.	\$ 48.14
Reproduction - binders 1.18"	16 @ \$1.38 ea.	\$ 22.08
Reproduction - binders 1.5"	16 @ \$1.98 ea.	\$ 31.68
Reproduction - including appendix	26 @ \$1.98 ea.	\$ 51.48
Reproduction - collate & punch	7950 @ \$.03	\$ 200.30
Reproduction - covers 8 1/2" x 11"	58 @ \$.28 ea.	\$ 16.24
Reproduction - covers 11" x 17"	58 @ \$.55 ea.	\$ 31.90
Reproduction - section dividers	58 @ \$.28 ea.	\$ 16.24
Reproduction - blackline 11" x 17"	116 @ \$.35 ea.	\$ 40.60
Reproduction - blackline 24" x 36"	42 @ \$.92 ea.	\$ 38.64
Reproduction (photocopy) 8 1/2" x 11"	62,680 @ \$.07 ea.	\$ 4,264.40
Reproduction (photocopy) 8 1/2" x 11" (color)	488 @ \$.99 ea.	\$ 483.12
Reproduction (photocopy) 11" x 17"	15,656 @ \$.15 ea.	\$ 2,410.88
Reproduction (photocopy) 11" x 17" (color)	319 @ \$1.87 ea.	\$ 596.53
Reproduction (photocopy) 24" x 36"	720 @ \$1.16 ea.	\$ 835.20
Shipping (courier) 50 lb	20 @ \$12.00 ea.	\$ 240.00
Shipping (courier) 100 lb	10 @ \$14.50 ea.	\$ 145.00
Shipping (Fed Ex) 1 lb.	24 @ \$14.04	\$ 337.00
Shipping (Fed Ex) 8 oz	6 @ \$17.83	\$ 107.00
Vehicle Travel Allowance	21,560/miles @ \$.29/mile	\$ 6,252.40
VHS Video Tape	1 @ \$1.25 ea.	\$ 1.25
		\$ 37,886.38

NOTE:
CMO:033
9/25/2001

N.T.E. indicates Not To Exceed

EXHIBIT CDate: January 28, 2002TIME AND SCHEDULE OF PERFORMANCE

for

(Enter Project Name from Page 1 of the Agreement)

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 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
Task 1	Public Involvement Program	550	555
Task 2	Engineering & Land Surveys	260	275
Task 3	Geotechnical Services	205	405
Task 4	Environmental Inventory and Impact Summary	180	190
Task 5	Traffic Data, Geometric Concepts, and Overpass Proposal	180	190
Task 6	Roadway and Bridge Plans	320	555
Task 7	Utility Relocation Plans	240	555
Task 8	Right-of-way Plans	175	510
Task 9	Signalization and Street Lighting Plans	230	555
Task 10	Signing and Pavement Marking Plans	230	555
Task 11	Permits	435	520
Task 12	Final Bidding and Contract Documents	45	600
Task 13	Advisory Services During Bidding	45	645
Task 14	Construction Contract Administration and Inspection Services	N/A	N/A
Task 15	Landscape Plans	N/A	N/A
Task 16	Watershed Studies for Secondary Systems	N/A	N/A

Date: 1/28/2002

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

for

(Enter Project Name From Page 1 of This Agreement)

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

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

Service and/or work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
Archaeology and History	Archaeological Consultants, Inc. 2345 Bee Ridge Road Suite 6 Sarasota, FL 34239	X		W	X	
Drainage/Permitting	Barraco and Associates, Inc. 2121 West First Street, Suite 4 Ft. Myers, FL 33901		X		X	
Public Involvement	Cella Associates 2125 First Street, Suite 201 Ft. Myers, FL 33901	X		W	X	
Survey Services	Deni Associates 6241 Arc Way Ft. Myers, FL 33912-1352	X		W	X	
Agency Coordination	JGK Corporation 12905 Forest Hills Drive Tampa, FL 33612		X		X	
Subsurface Utility Engineering	Tampa Bay Engineering Group, Inc. 380 Park Place Boulevard, Suite 300 Clearwater, FL 33759		X		X	
Geotechnical	Universal Engineering Sciences, Inc. 5804 Breckenridge Parkway, Suite E Tampa, FL 33610		X		X	

EXHIBIT E

Date: January 28, 2002

PROJECT GUIDELINES AND CRITERIA

for

KORESHAN BOULEVARD(from Three Oaks Parkway to Ben Hill Griffin)

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:

Koreshan Boulevard Extension (from Three Oaks Parkway to Ben Hill Griffin Parkway)

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:

PBS&J

BY:

Toni Brewer

TITLE:

District Admin Manager

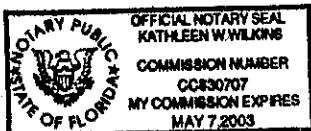
The foregoing instrument was signed and acknowledged before me this 28th day of January, 2002, by Toni Brewer who has produced who is personally known to me as identification. (Print or Type Name) (Type of Identification and Number)

Kathleen W. Wilkins
Notary Public Signature

Kathleen W. Wilkins
Printed Name of Notary Public

May 7, 2003
Notary Commission Number/Expiration

CMO:
00/00/00



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
1/29/02

PRODUCER

Collinsworth, Alter, Nielson,

Fowler & Dowling, Inc. (WMC/DIA)

5979 NW 151 Street, Suite 105

Miami Lakes, FL 33014

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

COMPANIES AFFORDING COVERAGE

INSURED

Post, Buckley, Schuh &
Jernigan, Inc. d/b/a PBS&J
2001 NW 107 Avenue
Miami FL 33172

COMPANY LETTER	A	Continental Casualty Co	A XV
COMPANY LETTER	B	Nat'l Union Fire Ins Co	A + + XV
COMPANY LETTER	C	American Casualty Co	A XV
COMPANY LETTER	D	Lloyds of London	A- XV
COMPANY LETTER	E		

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	GL247843206	9/30/01	9/30/02	GENERAL AGGREGATE	2000000
	<input checked="" type="checkbox"/> COMM. GENERAL LIABILITY				PROD-COMP/OP AGG.	2000000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCC.				PERS. & ADV. INJURY	1000000
	<input type="checkbox"/> OWNER'S & CONTRACT'S PROT				EACH OCCURRENCE	1000000
	<input checked="" type="checkbox"/> Per Project Agg				FIRE DAMAGE(One Fire)	1000000
					MED. EXP. (One Per)	25000
A	AUTOMOBILE LIABILITY	BUA247843223	9/30/01	9/30/02	COMBINED SINGLE LIMIT	1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY					
B	EXCESS LIABILITY	BE8718931	9/30/01	9/30/02	EACH OCCURRENCE	10000000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	10000000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
C	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	WC247843268	9/30/01	9/30/02	<input checked="" type="checkbox"/> STATUTORY LIMITS	
					EACH ACCIDENT	1000000
					DISEASE-POLICY LIMIT	1000000
					DISEASE-EACH EMP.	1000000
D	OTHER Professional / Pollution Liab Claims-Made Form	P42399	9/30/99	9/30/02	\$1,000,000 Limits ea claim/annual agg 11/11/61 retrodate	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 RE: Professional Services Agreement - Koreshan Boulevard Extension
 Certificate holder named additional insured on the general & auto liability. Issuing cos will provide 30 days written notice of cancellation, non-renewal and material reduction of coverage/limits.

CERTIFICATE HOLDER

Lee County Board of County
Commissioners - Public Works
PO Box 398 - Contracts Mgmt
Fort Myers, FL 33902-0398

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 TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Date: February 18, 2002

AMENDMENT TO ARTICLES

for KORESHAN BLVD EXTENSION

(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. 3.00 is hereby amended as follows:

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 perfected claims, suits, judgements or damages, losses and expenses including court costs and attorney's fees arising out of to the extent caused by 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.

AMENDMENT NO. 2

ARTICLE No. 13.00 is hereby amended as follows:

13.03 Insurance coverage required:
(2) Commercial General Liability

Add the following to the end of paragraph (B): "subject to the terms, conditions, exclusions of the policy."