

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

BLUE SHEET NO: 20020195

1. REQUESTED MOTION:

ACTION REQUESTED: Award Professional Services Agreement for CN-02-07 TRAFFIC SIGNAL SYSTEM RETIMING & TRAFFIC SIGNAL SYSTEM UPGRADE REPORT, to Kittleson & Associates Inc., for a total contract amount of \$419,971.43.

WHY ACTION IS NECESSARY: Pursuant to the Lee County 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 engineering services for the project known as Traffic Signal System Retiming & Traffic Signal System Upgrade Report, which includes the following two Major Studies: Specialized expertise in the retiming of 110 intersections and recommendations for enhancements to the system facilities and a concept report containing recommended upgrades for the system.

2. DEPARTMENTAL CATEGORY: 09 Transportation
COMMISSION DISTRICT #:

C9C

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, Dept. Director

7. BACKGROUND:

On January 29, 2002, 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) Kittleson & Associates Inc.; (2) Kimley-Horn & Associates; and (3) F.R. Aleman & Associates.

Contract negotiations were successful with the number one ranked firm, Kittleson & Associates Inc. and requires Board approval of the final Professional Services Agreement.

Lee County has entered into an LAP Agreement with FDOT which includes funding in the amount of \$420,000.00.

Funds will be available in account string: 21-6980-30700-506540.

Attachments: (3) Original PSA'S from Kittleson & Associates Inc.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

DEPARTMENT DIRECTOR	Purchasing/Contracts	Human Resources	County Administration				OTHER	COUNTY ATTORNEY	COUNTY MANAGER
<i>2/25/02</i> <i>[Signature]</i>	<i>[Signature]</i>	N/A	OA <i>[Signature]</i> <i>2/26/02</i>	OM <i>[Signature]</i> <i>2/27/02</i>	Risk <i>[Signature]</i> <i>2/27/02</i>	GC <i>[Signature]</i> <i>2/27/02</i>	<i>[Signature]</i>	<i>[Signature]</i> <i>2-26-02</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ADMIN.
2/26/02
2:45 pm
COUNTY ADMIN.
FORWARDED TO:
2/27/02

RECD BY CO. ATTY.
11:19 Am
CO. ATTY.
FORWARDED TO:
[Signature]

PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH

WHEREAS, the COUNTY desires to obtain the professional Traffic 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: Lee County Traffic Signal System Retiming Project and Traffic signal System communications Plant Upgrade Report (#6980), 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 September 25, 2001, and as subsequently revised.

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

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

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

ARTICLE 2.00 - DEFINITIONS

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

2.01 COUNTY

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

2.02 CONSULTANT

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

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

2.13 DEPARTMENT DIRECTOR (Continued)

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 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

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

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

3.07 NOT TO DIVULGE CERTAIN INFORMATION (Continued)

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. Any payments not made within the above stated time will be subject to 1.5% interest per month or the maximum allowed by law, whichever is less.

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

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

5.05 PAYMENT WHEN SERVICES ARE SUSPENDED

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

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

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of ~~SUPPLEMENTAL 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, cancelled or decreased.

ARTICLE 6.00 - TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

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

6.02 TIME OF PERFORMANCE

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

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

6.03 CONSULTANT WORK SCHEDULE

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

6.04 FAILURE TO PERFORM IN A TIMELY MANNER

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

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.

13.01 INSURANCE COVERAGE TO BE OBTAINED (Continued)

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

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

<u>Service and/or work to be Provided and/or Performed</u>	<u>Indicate Name of Individual or Firm</u>
Traffic Data Collection	Florida Transportation Engineering Punta Gorda, Florida 33950
Traffic Data Collection	Highway Monitoring Technologies Orange Park, Florida 32073

13.01 INSURANCE COVERAGE TO BE OBTAINED Continued

- (6) The insurance coverage to be obtained by the CONSULTANT or by Sub-Consultants or Sub-Contractors engaged by the CONSULTANT, as set forth in Agreement Article 13.03 for: (1) workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; or (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in Agreement Exhibit "A" and all subsequent Change Order(s), 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 the COUNTY'S RISK MANAGEMENT DIVISION all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by the RISK MANAGEMENT DIVISION, the COUNTY will execute this Agreement and issue a written Notice to Proceed. The CONSULTANT may then commence with any service or work pursuant to the requirements of this Agreement.
- (2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.
- (3) Each Certificate of Insurance submitted to the COUNTY shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.
- (4) Each Certificate of Insurance shall be addressed to the Lee County Board of County Commissioners, Attention: Public Works, 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 cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named."

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

- (6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.
- (7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the CONSULTANT shall furnish to the COUNTY renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the CONSULTANT to provide the COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate this Agreement.

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

13.03 - INSURANCE COVERAGES REQUIRED

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

(1) WORKERS' COMPENSATION

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

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

(2) COMMERCIAL GENERAL LIABILITY

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

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

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the

latest edition of the Business Automobile Liability policy filed by the Insurance Services Office and must include the following:

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

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

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

ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

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

ARTICLE 15.00 - REPRESENTATION OF THE COUNTY

The CONSULTANT in providing and performing the services and work required pursuant to this Agreement thereto shall only represent the COUNTY in the manner and to the extent specifically set forth in writing in this Agreement or thereto, and as provided in any written ~~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.

ARTICLE 15.00 - REPRESENTATION OF THE COUNTY (Continued)

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 supercede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

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

- (1) EXHIBIT "A" entitled "Scope of Professional Services" dated January 31, 2002.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" January 31, 2002.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated January 31, 2002.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)", dated January 31, 2002.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", Dated January 31, 2002.
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated February 8, 2002.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) Exhibit "H" containing Single Unit Audit packages for Kittelson & Associates, Inc. and Orth-Rodges & Associates, Inc.

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:

Kittelson & Associates, Inc.
(CONSULTANT'S Business Name)
315 E. Robinson Street, Suite 465
(Street/P.O. Box)
Orlando Florida 32801
(City) (State) (Zip Code)
Telephone Number: (407) 540 - 0555
Fax Number: (407) 540 - 0550
ATTENTION: John Freeman,
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:

KITTELSON & Associates, Inc.
(CONSULTANT)

John P. Freeman
(Witness)

BY: Wayne K. Kittel
(Authorized Signature)

Phillip S. Worth
(Witness)

Principal
(Title)

DATE: February 11, 2002

CORPORATE SEAL:

SCOPE OF PROFESSIONAL SERVICES

FOR LEE COUNTY TRAFFIC SIGNAL SYSTEM RETIMING PROJECT
AND TRAFFIC SIGNAL SYSTEM COMMUNICATIONS PLANT UPGRADE REPORT

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 or SERVICE PROVIDER AGREEMENT:

The purpose of this Consultant contract is to provide two Major Studies. The Consultant is to provide; 1) the Department with specialized expertise in the retiming of 103 intersections that are currently grouped within 19 control section boundaries that are part of the existing closed-loop Lee County Urban Area Traffic Signal System, herein referred to as the System, and provide 2) the Department with recommendations for enhancements to the System communications plant, infrastructure and facilities and a concept report containing recommended upgrades for the System. The contract includes two Major Studies. The first Major Study includes the work to be performed for the retiming of traffic signals and shall include data collection, data analysis and documentation, timing implementation, and timing evaluation and fine-tuning. This Study will be completed in two phases to permit the collection of data during the peak traffic seasons of 2002 and 2003. All of the tasks and subtasks described in Major Study 1 shall be performed by the Consultant to ensure that data is collected during the most advantageous traffic periods.

The second Major Study, Major Study 2, involves a comprehensive and conceptual review of the existing communication functions and existing hardware and software for the entire signal system and shall include the collection, research and compilation of all information for the production of descriptions of the existing communications facilities and recommendations for enhancements and upgrades to the facilities. Both of these studies shall be managed simultaneously and as a single uniform effort so that economies can be realized regarding Consultant costs associated with project management and to provide the Consultant with additional opportunities to reduce other costs that are associated with this project.

CMO:032
09/25/01

Section 2. TASKS

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

TASK 1 PROJECT MANAGEMENT (*Major Study 1 and Major Study 2*)

This task includes any management activities by the Consultant that will result in the successful completion of the design and consulting services as defined in this contract and Scope under the two studies described in this Scope as Major Study 1 and Major Study 2. This task also involves the monitoring and coordination of work required of the Department or others to assure the timely and efficient completion of this contract. Included in these tasks are the following: status reports; and meetings. The Consultant shall provide project management for both Study 1 and Study 2, as described in this Scope, as a coordinated and continuous effort that does not require duplication of the tasks and subtasks contained in Task 1. This task shall incorporate all project management activities necessary to provide cost-effective oversight of both studies contained in this project scope.

Project management is a continuous task that shall be performed by the Consultant for the duration of this contract. The monitoring, coordination, scheduling, and reporting requirements of this task will be used to facilitate periodic review by the Department to ascertain the Consultant's conformance with the requirements of this task.

Subtask 1A Status Reports

Each month during the contract, the Consultant shall prepare and submit a concise monthly status report covering progress and contract fulfillment. The status report shall address, as a minimum, the following three topics:

Technical Progress

The Consultant shall address, on a periodic basis, or as requested by the Department, any technical activities performed and/or completed during the previous period and any technical activities anticipated being performed and/or completed during the current period. The Consultant shall discuss any problems related to technical activities encountered during the previous period and anticipated during the current period, and describe in detail any action taken and/or proposed to solve such problems.

Contract Progress

The Consultant shall present, on a monthly basis and in graphical format, a time line for the services specified in this contract. The time line shall consist of each contract task and

subtask, and the amount of time scheduled by the Consultant for each contract task and subtask. The total amount of time scheduled for completion of the contract tasks and subtasks shall be consistent with the terms and conditions of the contract. As each contract task and subtask progresses, the Consultant shall depict such progress on the time line such that actual progress may be compared to the schedule originally prepared by the Consultant for each contract task and subtask.

The Consultant shall present, on a monthly basis and in tabular format, a summary of each contract task and subtask, the estimated percentage of total contract services each represents, the percent completion of each, and the total percent completion of the contract services.

Management

The Consultant shall present a discussion of any significant deviations from the project schedule, including what impact these problems may have on fulfillment of the contract terms, and what actions the Consultant proposes be taken to minimize negative impact on contract fulfillment. This section shall also address any management or interagency coordination problems that may affect the contract. Coordination of all activities for the progress of work is the responsibility of the Consultant and shall include, but is not limited to, the following agencies: Florida Department of Transportation, City of Cape Coral, City of Fort Myers, City of Bonita Springs, Town of Fort Myers Beach and local or regional utilities.

The Consultant shall prepare and submit a format for the monthly status reports to the Department for review and approval by the Department. The Department will not approve invoices for the Consultant until a monthly status report format has been approved.

The monthly status report for a given month shall be submitted to the Project Manager by the tenth (10th) day of the following month.

Department Responsibility

- The Department will review and provide comments on the monthly status reports within two weeks of submittal, and provide direction as necessary in the resolution of reported problems or schedule variations.

Task Product

- Invoice
- Monthly status report format
- Monthly status reports

Subtask 1B Meetings

The Consultant shall be responsible for organizing, scheduling, and conducting technical

and/or management meetings required for the successful completion of the services defined in this contract. These meetings will be held on a monthly basis or as required by the Department or as is necessary to ensure timely progress of work.

The Consultant shall prepare a meeting notice and agenda for each meeting and provide any necessary materials and handouts for discussion to the potential attendees and appropriate others at least five working days prior to the project management meeting. As a result of each meeting, the Consultant shall prepare minutes of the meeting and a list of "action items" developed for assignment to appropriate agencies. The Consultant shall distribute these items to the attendees and appropriate others within five working days following the meeting.

Prior to issuance of a Notice to Proceed by the Department, the Consultant and the Department shall develop a list of attendees for various types of meetings required to accomplish the services in this contract, and the location where the meetings are to take place will be determined. Due to the nature of the content anticipated to be presented in several of these meetings, the Consultant may elect to conduct some meetings using video conferencing technology to reduce project management costs.

The Consultant shall indicate in the scheduling of meetings, which of the scheduled meetings will be conducted with video conferencing.

Department Responsibility

- The Project Manager will assist the Consultant in the development of an attendee's list and promptly respond to requests from the Consultant for meetings. The Department will actively participate in all meetings.

Task Product

- Meeting notices and agendas
- Technical meetings
- Management meetings
- Meeting minutes including "Action Items" list

Major Study 1 – Retiming of Traffic Signals

I. Period of Performance

The Consultant shall perform the work necessary to complete this Study in two phases to ensure that data is collected during the periods of peak traffic. The two phases of this

Study, referred to herein as Phase I and Phase II, shall be completed during the 2002 and 2003 peak traffic seasons. The Phase I period shall begin during the first week of March, 2002 or as soon as a Notice to Proceed is provided to the Consultant. The Phase II portion of this Study shall commence during the peak traffic season in 2003. Table #3 provides a general guide with the Department's recommendations for the collection of data described in Tasks 2.1, 3.1 and 4.1 of this Scope for the Zones listed in Exhibit A-1.

Table #3 – Recommended Data Collection Staging (Task 2.1, 3.1 and 4.1)

Peak Season Year	Major Study Phase	Sections
2002 (March, 2002 to mid-April, 2002)	Phase I	5, 10, 11, 12, 16, 20, 31, 34 42 and 52
2003 (November 2002 to mid-April 2003)	Phase II	17, 18, 23, 24, 28, 36, 43 and 84

The segmentation of this Study into two phases is necessary to ensure that data collection, timing implementation and field reviews are completed during peak traffic seasons. The Consultant shall provide the Department scheduling for the staging of this Study in two phases. The Consultant shall develop from this schedule a progress of work routine that accomplishes all of the tasks contained in the scope for Major Study 1 within the two peak traffic seasons. The time period allowed for the analysis, development, and implementation of all the intersections shall include a minimum 30 day review period for the Department at the draft timing plan report submittal. The Consultant shall fine tune the traffic control patterns during the time of day, day of week, and season of the year that the patterns are actually in effect. The period for which the Consultant will conduct fine tuning will be determined by the Department. The off season fine tuning shall be done prior to the end of 2002 for Phase I of this Study and prior to October, 2003 for Phase II and shall not take place during holiday weeks. The Consultant shall submit the final timing report four (4) weeks after the public monitoring period for each Phase of this Study. All work for this Study shall be completed by the Consultant by October 31, 2003.

II. Scope of Work

This section specifies the work tasks to be performed by the Consultant, the responsibilities of the Consultant and the Department, and the work task products to be developed by the Consultant and delivered to the Department. The work to be performed shall include inventorying of existing hardware and equipment, traffic volume data collection, data analysis and documentation, timing implementation, and timing evaluations and fine-tuning. The intersections and control sections for this project are shown in Exhibit A-1. The Consultant shall have documented and demonstrated competency regarding Econolite hardware and software. All work performed by the Consultant shall be completed with software that represents the latest revision.

Several Tasks and Task Products require the production of information, reports, timing plans and other relevant engineering data in computer form. The Consultant shall provide all of these required items to the Department and any others listed in the PC based formats specified. The Department will not provide any software or hardware that is necessary to

produce the PC based file formats required. All submittals that are required in PC based formats shall not be considered as being in receipt by the Department unless they are clearly labeled and dated and readable on Department computers.

Task 2.1 SIGNAL AND SIGNAL SYSTEM "BEFORE" ASSESSMENT

This task includes any qualitative and quantitative assessment of traffic signals and traffic signal systems. This task also involves the collection of information and engineering data and scheduling of this work to provide before and after data relating to signal system performance for all Phases of this Study. Portions of this task relate directly to Task 7.1. Included in these tasks are the following: collection of information for qualitative assessments, collection of travel time study data for quantitative assessments and the production of a brief report containing all information obtained in subtask 2.1A and 2.1B.

Subtask 2.1A Signal Assessment

A qualified engineer shall visit all intersections shown in Exhibit A-1 during morning, afternoon, and evening peak traffic periods. During each field visit, detailed notes and information regarding the intersection will be taken in order to make qualitative assessments of intersection operation. The engineer shall include observations regarding operation, particularly in terms of queue lengths, delays, conflicts, operating speeds, safety concerns or any other operational characteristics that should be considered in evaluating and developing coordinated traffic signal system timings and the development of software based graphical displays required for the System. The engineer shall also make note of the surrounding land use and traffic generators to gain insight on the daily traffic patterns of motorists in the area. The engineer shall obtain any field information that is needed for analysis or reporting as required by any of the other tasks in this scope of services including phasing and lane use. Each location shall be photographed with a digital camera. The photographs shall depict all of the approaches of each intersection listed in Exhibit A-1. The field of view of each photograph shall provide readily discernible depictions of the aerial signal displays. The photographs shall also indicate the intersection name, intersection number, the compass direction of the photograph and the date and time the photograph was taken.

A summary shall be prepared by the Consultant to document the field review. Four copies of all assessment information shall be provided. The assessment information include all information obtained during the assessment and incorporate the photographs obtained.

The Consultant shall transmit three copies of the summary to the Department and one copy to the Florida Department of Transportation.

One reproducible copy of all photographs on CD-ROM shall be provided to the Department separately.

Department Responsibility

- The Department shall be available to discuss the qualitative assessment and provide advice as requested.

Task Product

- Assessment of intersection operation.
- Report containing details on assessments.
- Digital (PC based) photographs.

Subtask 2.1B “Before” System Assessment

The Consultant shall also perform Before travel time studies for the sections identified by an asterisk in the column titled “Travel Time” in Exhibit A-1. The Consultant shall conduct a minimum of five floating car travel runs, utilizing MVRAP/TA88 in each direction for these control sections for the AM Peak (7:00 a.m. to 9:00 a.m.), Noon Peak (11:30 a.m. to 1:30 p.m.) and the PM Peak (4:00 p.m. to 6:00 p.m.) weekday traffic periods as contained in the FDOT Manual on Uniform Traffic Studies. (MUTS) Chapter VIII, Travel Time and Delay Study. These studies are to be performed on either a Tuesday, Wednesday or Thursday for a total of three studies per section. All studies shall be completed on the same calendar day in which they were begun. Studies shall not be performed on any significant religious, local or national holiday. MVRAP is a program that estimates field Measures of Effectiveness by recording speeds, delay and stops. The Consultant may substitute a similar software for MVRAP, upon approval by the Department. To run MVRAP, the Consultant must have a vehicle equipped with a Distance Measuring Instrument (DMI) connected to a laptop computer which contains the MVRAP program. The Department will not compensate the Consultant for the equipment or the software needed to conduct this work.

These travel runs will provide an assessment of the Before conditions within each project control section. The engineer shall review and compile the travel time study data and provide a text based and graphical summary of this data indicating the cumulative delay and average speed for each peak period of travel time study. These studies are to be performed on either a Tuesday, Wednesday or Thursday. Studies shall not be performed on any significant religious, local or national holiday.

Four copies of this information shall be provided. The Consultant shall transmit three copies to the Department and one copy to the Florida Department of Transportation.

For Phase I of this Study, the Consultant shall submit a brief report within 30 days after completion of the assessments obtained for Phase I. This report shall contain a summary of the sections studied and information obtained in subtask 2A and 2B. This report shall provide an opportunity for review of the Consultant’s work regarding the assessed and studied control sections and to determine if the information obtained is sufficient in form and content.

For Phase II of this Study, the Consultant shall submit the report within 60 days after completion of the assessments.

Department Responsibility

- The Department shall review and provide comments, as appropriate, within two weeks of submittal by the Consultant of the Before travel time runs and the report summarizing the before assessments.

Task Product

- Before travel time runs.
- Assessment of System operation.
- Travel Time and Before Assessment Summary Reports

Task 3.1 EIGHT-HOUR TURNING MOVEMENT COUNTS

The collection of movement counts shall not be performed on any significant religious, local or national holiday. The Consultant shall perform a manual 8-hour turning movement count on Tuesday, Wednesday or Thursday for each intersection listed in Exhibit A-1. Hourly turning movement volumes (cars and trucks) and pedestrian volumes shall be taken in 15-minute periods for a total of eight hours encompassing the morning and afternoon peak period and representative off-peak periods. In the vicinity of schools and at all school crossings the Consultant shall ensure the counts are made when school traffic is entering and exiting the campus. The count data shall be summarized on turning movement count forms in 15-minute increments summarized hourly. The form shall also show the peak hour for the A.M., Noon, and P.M. time periods and the peak hour factor for each of the intersection movements. The data provided on computer disk shall be in the TMC format. The seven-day continuous count should be utilized to factor and adjust weekday peak hour count data for the development of weekend timing plans. The Consultant shall provide four copies of the summary forms, both hard copy and disk (TMC format), for approval prior to the development of the initial timings. The Consultant shall transmit three copies each to the Department and one copy each to the Florida Department of Transportation.

Department Responsibility

- The Department shall provide timely review and comment on all submittals.

Task Product

- Eight-hour turning movement volumes.
- Eight-hour pedestrian volumes.
- TMC files for all locations.

Task 4.1 SEVEN-DAY CONTINUOUS TRAFFIC COUNT

To determine the volume of traffic utilizing the network under Study, the Consultant shall collect seven-day continuous traffic counts at the select stations shown in Exhibit A-1. In conducting the counts, the Consultant shall utilize an automatic traffic counter which produces a written record of the traffic volumes and the time of day, either directly or through subsequent interconnection and processing with external electronic hardware. From the count data, a tabular presentation of directional traffic volumes shall be developed showing 15-minute interval volumes and hourly interval volumes over the seven consecutive day periods. A graphical representation of the volumes on each arterial in each control section shall also be provided by the Consultant. The graphical chart shall be used by the Consultant to evaluate and plot the time of day pattern changes. The Consultant shall provide four copies of the summary forms, both hard copy and disk, for approval prior to the development of the initial timings. The submittals shall be provided in hard copy and in computer based text file format. The Consultant shall transmit three copies each to the Department and one copy each to the Florida Department of Transportation.

Department Responsibility

- The Department shall provide timely review and comment on all submittals.

Task Product

- Seven-day graph and table.
- Text files in computer form.

Task 5.1 DATA ANALYSIS AND DOCUMENTATION

This task outlines the data analysis and documentation required by the Consultant.

The Consultant shall analyze the collected data and generate intersection and system timing. The Consultant shall use the latest commercially available version of the SYNCHRO (or SYNCHRO 5, if this is latest version available), computer program for this analysis. Access to the Departments computers for running SYNCHRO will not be provided. The Consultants shall use SYNCHRO 5 to build the database and aid in the development and analysis of the control sections. The Consultant shall submit SYNCHRO 5 databases for review.

The Consultant shall develop traffic control timing patterns for each control section identified in Exhibit A-1. For the purpose of this CONTRACT, the following definitions apply:

- a. A traffic control timing pattern is a unique combination of cycle lengths, splits, and offsets for a section.

- b. The term section and zone are interchangeable in this contract and provide an equivalent meaning and definition. A section or zone is any portion of a traffic control system which can be controlled by a single set of timing parameters and in which all intersections change timing patterns at the same time, any portion of a control system connecting several traffic signals together for efficient movement of vehicles or any geographical region that groups traffic signals together for the efficient movement of vehicles.

The Consultant shall determine the operating time period(s) (time of day and time of year) for a **minimum of four cycle selections or changes in** traffic control timing patterns developed for each section. This shall be accomplished by graphically plotting and evaluating the smoothed approach counts for each section. These periods shall be readily implementable into the time-of-day pattern selection routine of the system software. The Consultant shall use the seven day continuous counts and other volume data required to determine when each intersection should be placed into traffic responsive, time-of-day or free mode. All timing patterns will be based on SYNCHRO analysis of actual counts (in-season patterns). Additional patterns for off season and night conditions may be developed based on the seven-day continuous count. Seasonal adjustment factors will be furnished to the Consultant for use in developing the off season patterns. The Consultant shall develop patterns for A.M., Noon, P.M., Off Peak, Night, Saturday and Sunday during season and also during the off-season. Actual requirements will be determined upon the analysis of the count data.

The latest version of SYNCHRO shall be used for each section for determining the optimum progression scheme and corresponding timing pattern parameters.

The Consultant shall be responsible for determining all input parameters for the timing analysis. These parameters shall be submitted to the Department for review and approval as part of the Consultants Draft Timing Plan Report. The Consultant shall be responsible for obtaining all field data that is necessary for the development of all SYNCHRO data entries required to accurately depict each section as a complete SYNCHRO model. The Consultant shall analyze patterns in five second increments. A saturation flow of 1850 vphgpl shall be used. All input data for SYNCHRO runs shall include the names of the roadways and the intersection numbers for each section. Double cycling of smaller intersections shall be analyzed by the Consultant in all control sections. If the cycle lengths in adjacent control sections are no more than ten seconds apart for the same time of day pattern, the Consultant shall utilize one cycle length and attempt to maintain progression through the control section boundaries. When control sections are linked through a common cycle length, the Consultant shall submit expanded time space diagrams showing the coordination through all of the linked control sections. This shall be provided in addition to the diagrams provided for each section.

The Consultants evaluation shall involve an iterative process of analyzing several SYNCHRO runs. Engineering judgment shall be used to determine if a different cycle length, other than the one selected by SYNCHRO, might produce better results. Consideration shall first be given to the quality of progression and then secondarily to

vehicular delay and queues. Next, the Consultant should adjust the splits and manually adjust the offsets as required to improve arterial traffic flow. The offset adjustments shall be made utilizing the time space diagram features contained in the SYNCHRO software program. After all the adjustments are made, a final SYNCHRO run shall be used to evaluate the changes. If necessary, this process shall be repeated. The Consultant shall submit for review and approval the SYNCHRO inputs and outputs for the initial run and the final simulation run. The Consultant shall also submit the final simulation run in Synchro 5 by computer disk. The Consultant shall explain in the section methodology the analysis and conclusions regarding variations between the initial run and the final simulation run. The bandwidth of each direction of travel shall be shown on each time-space diagram generated by the SYNCHRO program and cross streets shall be labeled on the time space diagrams.

The development of timing plans shall be geared toward the use of these plans in a traffic responsive mode of operation for all of the sections shown with an asterisk under the column titled TRP in Exhibit A-1. The Consultant shall develop level, offset and any lead/lag implementation for traffic responsive pattern selection technique for the closed loop system sections.

All of the patterns noted above shall be programmed at the master and local intersections for backup time-of-day operation in the event of failed communications or master selected time-of-day control.

Subtask 5.1A The Methodology and Draft Timing Plan Reports

A meeting will be held by the Consultant to discuss and review the Draft timing patterns that have been developed in Task 5. At this meeting, the Consultant will present the methodology being used to generate the patterns. All submittals shall be in printed and in computer form. All computer based submittals in this Task shall be in MS WORD format.

The Consultant shall submit three copies of the Draft timing plan report for review. The Consultant shall transmit two copies to the Department and one copy to the Florida Department of Transportation. The Draft timing plan report shall describe the methodology used to develop the patterns for each section, document each of the timing plans including all controller and coordinator settings, and include all input and output parameters and time space diagrams.

Any timing plan not accepted by the Department shall be rerun by the Consultant and resubmitted for review.

The Draft timing plan submittal shall contain the following for each section:

- Each section's specific methodology.
- A summary of the initial and final SYNCHRO runs and final SYNCHRO-input and output plus time space diagrams produced by SYNCHRO with the bandwidths drawn and intersections named.

- Controller timings database.
- Coordinator timings database.
- Controller parameter data developed in subtask 5.1B.
- Time clock parameters database
- Graphic representation of time-of-day, day-of-week, season-of-year pattern selection.
- Summary of each intersection's phase time and each sections' time of day clock operation.

Each Draft timing plan report shall be signed and sealed by the responsible Florida Registered Professional Engineer. The Consultant shall transmit two copies to the Department and one copy to the Florida Department of Transportation.

Department Responsibility

- The Department shall provide timely review and comment on all submittals.

Task Product

- SYNCHRO 5 network analysis
- Four copies of the Draft timing plan report.

Subtask 5.1B Controller Parameter Data

The Consultant shall develop timing and other controller parameters required for programming all controller functions for intersections listed in Exhibit A-1. Controller parameter data to be developed by the Consultant shall include, but not be limited to the following, hereinafter referred to as Controller Parameter Data:

1. Interval times for each phase, including Min Green, Passage, Yellow, Red, Max I, Max II, Walk, Pedestrian Clearance.
2. Phase modifiers for each phase including detector memory (on, off), Vehicle Recall (min, max, off), Pedestrian Recall (on, off), phase to be used (on, off).
3. Overlap phases.
4. Traffic Signal Preemptions.

The Consultant shall be responsible for obtaining all field data that is necessary for the development of the controller parameter data. Clearance intervals on State roads shall be developed using the Florida Department of Transportation's Draft Standardization of Yellow and All Red Intervals for Signalized Intersections. All other clearance intervals shall be developed using the ITE methodology.

Three copies of the controller parameter data shall be submitted for approval as outlined above as a part of the Draft timing plan submittal.

Department Responsibility

- The Department shall provide timely review and comment on all submittals.

Task Product

- Controller Parameter Data

Subtask 5.1C Traffic Responsive Plan Development

For each of the control sections shown in Exhibit A-1 and identified by an asterisk under the TRP column, the Consultant shall collect 15-minute volume and occupancy levels for each existing system sensor for a minimum of one week during the data analysis period.

Utilizing the system sensor data history file and field observation, the Consultant shall graphically evaluate volume and occupancy levels for running the system in the traffic responsive mode for each control section where traffic responsive operation is required. The graphical evaluation will be in the final form of system response graphs depicting volume and pattern (traffic responsive and time-of-day) selection on the vertical axis and hour of day on the horizontal axis. Based on the traffic responsive algorithm utilized by the system, a set of volume and occupancy signatures for selection of the most appropriate timing pattern from all of those developed as defined above shall be provided by the Consultant for approval. The Consultant shall transmit two copies to the Department. The Consultant shall implement the approved data and fine-tune as required by the Department for proper traffic responsive operation. The Consultant shall document the procedures and methods used for establishment of volume and occupancy prior to implementation.

The Consultant shall be responsible for testing traffic responsive operation for each control section utilizing the system response graphs developed. The Consultant shall utilize the background mode of traffic responsive operation for testing. This operational mode shall demonstrate that volume and occupancy sensor information is being collected and utilized to select the proper timing patterns for implementation.

The Consultant shall submit to the Department for approval the documentation of the traffic responsive simulation test results, which will provide the means for determining success or failure.

Department Responsibility

- The Department shall provide timely review and comment on all submittals.

Task Product

- Section system response graphs for traffic responsive operation and sample period logs.

Subtask 5.1D Final Timing Plans

The Consultant shall make the necessary adjustments to local controller timing and coordination settings, on-street master timings, central microcomputer data base, and system parameters. After all patterns have been reviewed and approved by the Department, and after the minimum 30 day public monitoring period, described in Subtask 6.1B, the Consultant shall prepare a final timing plan report incorporating any and all adjustments from the fine tuning to the timing plans, controller settings, and time-space diagrams. The Consultant shall modify all SYNCHRO data files to reflect the final fine-tuned controller and coordinated timing settings. The Consultant shall submit three copies of the final timing plan report for review.

The Consultant shall transmit two copies to the Department and one copy to the Florida Department of Transportation. After approval is issued, the Consultant shall transmit three copies of the final data files on discs. Also, three original final timing plan reports shall be signed and sealed by the responsible Florida Registered Professional Engineer and submitted to the Department.

The final timing plan report shall contain the following for each section:

- Final controller timings database.
- Final coordination timings database.
- Final time clock parameters database.
- Final traffic response thresholds database.
- Final time space diagram reflecting the above timings. Bandwidths shall be drawn on the time space diagrams and the intersection names shall be shown.
- Final SYNCHRO runs for each pattern for each section reflecting the final timings.
- Each sections final specific methodology.
- Summary of each intersections phase time and each sections time of day clock operation.
- Three copies on CD-ROM containing the final SYNCHRO data.

Department Responsibility

- The Department shall provide timely review and comment on all submittals.

Task Product

- Three copies of the final timing report in printed and CD-ROM format.

Task 6.1 SYSTEM TIMING IMPLEMENTATION AND FINE TUNING

The Consultant shall prepare the system data base and load the timing plan parameters into the system. The Consultant shall also enter the approved intersection timings into the controllers, and enter the coordination parameters in the coordination units at all locations. The Consultant shall have a local representative familiar with the project on site during the entering of timings into control equipment. All work under this Task and Subtasks shall be coordinated with all agencies. The Consultant shall notify all affected agencies 48 hours prior to implementing any timing changes. All timings entered must be reviewed within 24 hours of implementation. The Consultant shall fine tune all patterns in the season, on the day, and at the time of the day during the week that the pattern is actually in operation.

The Consultant shall possess or have readily available the latest revision of the manufacturer's software. The Department is currently using Econolite Zone Monitor version 3.50 and Aries version 1.70.

If the hardware and equipment at an intersection is not functioning properly and is prohibiting the Consultant from implementing the proposed timings, the Consultant shall assist the maintaining agency in determining the problem.

If the problem is determined to be the result of modifications made by the Consultant then the Consultant will be billed and will reimburse the Department for the repairs completed.

The maintaining agency will ultimately be responsible for any repairs to the hardware and equipment that need to be made to implement the timings.

Subtask 6.1A Data base

The Consultant shall be responsible for determining all required inputs and preparing the system data base for the intersections listed in Exhibit A-1. The system data base defines the physical characteristics of the Computerized Traffic Signal System including, but not limited to:

1. Number and type of controllers.
2. Number of detectors and links.
3. Number of control section.
4. Detectors associated with each link and control section.
5. Controllers/links/detectors/traffic-responsive operation associated with each section.
6. Detectors/links associated with each controller.
7. Control section coordination data for each roadside master and each intersection.

8. Controller phasing interval, timing, and command code sequence for each controller.
9. Graphics screens for each intersection and control section.

It shall be the Consultant's responsibility to assemble the information, build the complete

physical data base for all control sections and intersections within the project area. The only timings that can be entered into the data base are those from the approved draft timing plan report and those developed from any fine-tuning.

The Consultant shall be responsible for inputting the timing plan data into the system. The system shall contain timing plan parameters for each control section, on-street master and intersection.

It shall be the Consultant's responsibility to assemble all necessary information and build the timing pattern files for the system.

The Consultant shall develop and input the time-of-day/day-of-week (TOD/DOW) event schedules for each control section. The event schedules shall include system/selection/intersection operating mode, selection of timing plans, and free operation. The event schedules shall be loaded on both the central microcomputer and on-street master.

The Consultant shall enter the intersection timings into the local controller at each location. The Consultant shall also develop and enter coordination parameters and TOD/DOW schedules for the time-based coordination units at each location. These coordination parameters shall be functionally equivalent to the system timing plans.

Department Responsibility

- The Department shall arrange for access to the central computers and controller cabinets for the Consultant.

Task Product

- Input of the timing pattern database files for the entire system.
- Input of the event schedule data base for the entire system.
- Input of the controller timings, coordination parameters, and the TOD/DOW schedules in each controller in the system.

Subtask 6.1B Fine-Tuning

After implementing the timings, the Consultant shall review the time-of-day and day-of-week timing pattern data and fine-tune these data as required. This evaluation shall be in four stages. An initial field verification shall be conducted within 24 hours of timing plan implementation. The Consultant shall review the operation of the timing plans in the field to verify that the correct cycle lengths, splits, and offsets are being implemented by the system and that no major timing errors are apparent. The second stage shall include a detailed on-street review of the operation of all timing plans at each intersection to determine the locations at which fine-tuning is required due to excessive queues or vehicle delays. Also, the Consultant shall conduct travel time and delay studies using the floating car method for each time-of-day pattern in this review. A minimum of three runs in each

direction shall be performed for each pattern and the offsets adjusted as necessary. This process should be repeated until the Consultant has fine-tuned each section to his or her satisfaction. The Consultant shall perform this fine tuning during the time of day, day of week, and season of the year that each timing plan is scheduled to operate. When the Consultant has completed his or her fine-tuning, the Department shall be notified to schedule the Department's review. The Department's review shall begin within fourteen (14) working days of the Consultant's notification. The Consultant shall accompany the Department during this review of the timing patterns. For this review, the Consultant shall provide to the Department three copies of the time space diagrams, the summary of each intersection's phase time, and the summary of each section's time of day schedule for all of the patterns and sections where adjustments to the timings have been made as a result of the Consultant's fine-tuning. The Department reserves the right to require that adjustments be made due to conditions viewed in the field.

The Department will make every effort to accommodate the accelerated implementation schedule during the peak season. This may require beginning reviews sooner than fourteen (14) days or reducing the public monitoring period to less than thirty (30) days. The Consultant will coordinate with the Department on specific scheduling needs.

The third stage shall involve the process of rerunning SYNCHRO at lower or higher restricted ranges or at specific cycle lengths (as needed to achieve the desired progression and minimize delay), implementing the necessary adjustments and repeating the detailed on-street review. Where practical, adjustments and reevaluation may be made during the second stage.

The fourth stage will be conducted after the Department's review. The Consultant shall monitor the operation of the timings for a minimum of 30 days and make any adjustments that are necessary as the result of public complaint calls logged by the Department. The fourth part of fine-tuning shall be known as the public monitoring period.

Department Responsibility

- The Department shall participate in the Department's review and provide comments.

Task Product

- The fine-tuning of all system timing patterns.

Task 7.1 "AFTER" SYSTEM ASSESSMENT

This task outlines the evaluation of the system timing plans developed and implemented by the Consultant. The Consultant shall evaluate the effectiveness of the fine-tuned timing plans that were developed and implemented as part of this contract.

The After runs will not be conducted until traffic signal timing plans reviewed in Task 6.1B are fine-tuned. These travel runs will provide an assessment of the After conditions within

each project control section. The After runs shall be made on the same day of the week as the Before runs and in similar weather conditions. The Consultant shall schedule a project meeting to review the After results. This Task relates to Task 2.1, Subtask 2.1B.

These travel runs will provide an assessment of the After conditions within each project control section. These studies are to be performed on either a Tuesday, Wednesday or Thursday. Studies shall not be performed on any significant religious, local or national holiday.

The Consultant shall also perform After travel time studies for the sections identified by an asterisk in the column titled "Travel Time" in Exhibit A-1. The Consultant shall conduct a minimum of five floating car travel runs, utilizing MVRAP/TA88 in each direction for these control sections for the AM Peak (7:00 a.m. to 9:00 a.m.), Noon Peak (11:30 a.m. to 1:30 p.m.) and the PM Peak (4:00 p.m. to 6:00 p.m.) weekday traffic periods as contained in the FDOT Manual on Uniform Traffic Studies. (MUTS) Chapter VIII, Travel Time and Delay Study. These studies are to be performed on either a Tuesday, Wednesday or Thursday, for a total of three studies per section. All studies shall be completed on the same calendar day in which they were begun. Studies shall not be performed on any significant religious, local or national holiday.

MVRAP is a program that estimates field Measures of Effectiveness by recording speeds, delay and stops. The Consultant may substitute a similar software for MVRAP, upon approval by the Department. To run MVRAP, the Consultant must have a vehicle equipped with a Distance Measuring Instrument (DMI) connected to a laptop computer which contains the MVRAP program. The Department will not compensate the Consultant for the equipment or the software needed to conduct this work.

The engineer shall review and compile the travel time study data and provide a summary of the findings from the Before and After Analysis of the travel time runs and MVRAP outputs shall be submitted as part of a report. The Summary of Before and After Analysis Findings shall contain the following information for each arterial system:

Map with distance between each intersection in the system

Results of the Before and After evaluation including:

- A. Average Before and After travel and running time
- B. Average Before and After travel and running speed
- C. Average Before and After number of stops
- D. Average Before and After average delay time
- E. Average Before and After total delay time
- F. Standard deviation of Before and After Measures of Effectiveness
- G. Time and gallons of gasoline saved and dollars saved (time and gas) due to system timing modifications
- H. Any observed operational deficiencies and recommendations for their correction.

Exhibit A (Continued)

The Consultant shall document the results of the Before and After studies in report form including the summary of Before and After analysis findings as well as an average annual savings for this project and an average annual savings per intersection. The Consultant shall document the savings in delay, fuel and the reduction of air pollutants.

The Consultant shall submit four copies of the report to the Department. The report shall be signed and sealed by a Professional Engineer registered in the State of Florida.

The Department will review, comment and provide approval (as appropriate) within two weeks of submittal by the Consultant of the Before and After Analysis Report. If not approved, the Consultant has two weeks to resubmit the revised report.

Four copies of this information shall be provided. The Consultant shall transmit three copies to the Department and one copy to the Florida Department of Transportation. All Task products shall be provided on CD-ROM.

Task Products

- After Travel Time Runs
- Before and After Analysis Report

Department Responsibility

- The Department shall review and provide comments, as appropriate, within two weeks of submittal by the Consultant of the Before travel time runs.

Exhibit A (Continued)

Exhibit A-1							
Location	Intersection #	Zone #	Zone Name	Maint	TRP	Travel Time	24 hr Count
MLK (SR 82) & LEE/THOMPSON	1	10	MLK East	FDOT			
MLK (SR 82) & HENDRY ST	2	10	MLK East	FDOT			
MLK (SR 82) & MONROE ST	3	10	MLK East	FDOT			
US 41 & SR 80/SR82/MCGREGOR	4	10	MLK East	FDOT		*	NB,SB EB,WB
BAY ST & MONROE ST	1	11	Downtown	FDOT		*	
SECOND ST & HENDRY ST	10	11	Downtown	FDOT		*	
MONROE ST & SECOND ST	11	11	Downtown	FDOT		*	
MONROE ST & FIRST ST	5	11	Downtown	FDOT		*	
MONROE ST & MAIN	7	11	Downtown	FDOT		*	NB,SB EB,WB
SECOND ST & LEE ST	8	11	Downtown	FDOT		*	
SECOND ST & JACKSON ST	9	11	Downtown	FDOT		*	
VICTORIA & CLEVELAND AVE	1	12	Cleveland North	FDOT	*	*	NB,SB EB,WB
WINKLER AVE & CLEVELAND AVE	10	12	Cleveland North	FDOT	*	*	
EDISON MALL & CLEVELAND AVE/COURTNEY	11	12	Cleveland North	FDOT	*	*	NB,SB
COLONIAL & US 41	12	12	Cleveland North	FDOT	*	*	
EDISON/CORTEZ & CLEVELAND AVE	2	12	Cleveland North	FDOT	*	*	
SOUTH ST & CLEVELAND AVE/LEWELYN	3	12	Cleveland North	FDOT	*	*	
HANSON ST & CLEVELAND AVE	4	12	Cleveland North	FDOT	*	*	
GRACE AVE & CLEVELAND AVE	5	12	Cleveland North	FDOT	*	*	
CARRELL RD & CLEVELAND AVE	6	12	Cleveland North	FDOT	*	*	NB,SB
HILL AVE & CLEVELAND AVE	7	12	Cleveland North	FDOT	*	*	
COLLIER AVE & CLEVELAND AVE	8	12	Cleveland North	FDOT	*	*	
OAKLEY AVE & CLEVELAND AVE	9	12	Cleveland North	FDOT	*	*	
SECOND ST. & SEABOARD ST.	2	18	Second St	FDOT			
SEABOARD ST. & MICHIGAN AVE*	3	18	Second St	FDOT			
SUMMERLIN RD & MATTHEW	15	16	Colonial Central	Lee Co.	*	*	
COLONIAL BLVD. & METRO PKWY	1	16	Colonial Central	FDOT	*	*	NB,SB EB,WB

Exhibit A (Continued)

Exhibit A-1							
Location	Intersection #	Zone #	Zone Name	Maint	TRP	Travel Time	24 hr Count
COLONIAL BLVD & DELEON	11	16	Colonial Central	Lee Co.	*	*	
COLONIAL BLVD & SUMMERLIN RD	12	16	Colonial Central	Lee Co.	*	*	NB,SB EB,WB
SUMMERLIN RD & ROYAL PALM	13	16	Colonial Central	Lee Co.	*	*	
COLONIAL BLVD. & EVANS AVE.	2	16	Colonial Central	FDOT	*	*	
COLONIAL BLVD. & FOWLER ST	3	16	Colonial Central	FDOT	*	*	NB,SB EB,WB
COLONIAL BLVD. & SOLOMAN BLVD	4	16	Colonial Central	FDOT	*	*	
FIRST ST (SR 80) & FOWLER ST	1	17	Edison Bridges	FDOT	*		
SECOND ST (SR 80) & FOWLER ST	2	17	Edison Bridges	FDOT	*		
THOMPSON ST & FOWLER ST	3	17	Edison Bridges	FDOT	*		
MLK (SR 82) & FOWLER ST	4	17	Edison Bridges	FDOT	*		NB,SB EB,WB
MLK (SR 82) & EVANS AVE	5	17	Edison Bridges	FDOT	*		
SECOND ST (SR 80) & PARK	6	17	Edison Bridges	FDOT	*		
FIRST ST (SR 80) & PARK	7	17	Edison Bridges	FDOT	*		
SR 82 & MICHIGAN	1	42	SR 82 East	FDOT	*	*	SB
SR 82 & ORTIZ	2	42	SR 82 East	Lee Co.	*	*	NB EB,WB
SR 82 & I75 SB RAMP	3	42	SR 82 East	FDOT	*	*	SB EB,WB
SR82 & I75 NB RAMP	4	42	SR 82 East	FDOT	*	*	NB EB
US 41 NORTH & PONDELLA DR.*	1	23	North US 41	FDOT	*		NB,SB EB,WB
US 41 NORTH & HANCOCK BRIDGE PKWY	2	23	North US 41	FDOT	*		NB,SB EB
US 41 NORTH & N. KEY DR.*	3	23	North US 41	FDOT	*		
BAYSHORE RD (SR78) & HART/NEW POST	1	24	Bayshore East	FDOT	*	*	
BAYSHORE RD (SR78) & EVELENA/OLD BR	2	24	Bayshore East	FDOT	*	*	
BAYSHORE RD (SR78) & BUS US 41	3	24	Bayshore East	FDOT	*	*	NB,SB EB,WB
PINE ISL RD (SR78) & PINEY RD (SCH)	4	24	Bayshore East	FDOT	*	*	
US 41 & LITTLETON RD*	1	28	Pine Island Rd/41 North	FDOT		*	
US 41 & STOCKTON/MERCHANTS SC*	2	28	Pine Island Rd/41 North	FDOT		*	
US 41 & PINE ISL RD (SR78)*	3	28	Pine Island Rd/41 North	FDOT		*	NB,SB EB,WB

Exhibit A (Continued)

Exhibit A-1							
Location	Intersection #	Zone #	Zone Name	Maint	TRP	Travel Time	24 hr Count
PINE ISL RD (SR78) & WAL-MART	5	28	Pine Island Rd/41 North	FDOT		*	EB
US 41 & BUS US 41	7	28	Pine Island Rd/41 North	FDOT		*	
US 41 & DEL PRADO EXT	9	28	Pine Island Rd/41 North	FDOT		*	NB,SB EB,WB
US 41 & TRAIL DAIRY	11	28	Pine Island Rd/41 North	FDOT		*	
DANIELS RD & BELL TOWER RD	10	31	Central US 41	FDOT	*	*	
CYPRESS LAKE DR & CYPRESS TRACE /COSTCO	11	31	Central US 41	FDOT	*	*	
CYPRESS TERRACE & CLEVELAND AVE (Target)	13	31	Central US 41	FDOT	*	*	
SOUTH RD & CLEVELAND AVE	3	31	Central US 41	FDOT	*	*	
CLEVELAND AVE. & OAK DR./BEACON MANOR	4	31	Central US 41	FDOT	*	*	
CRYSTAL DR & CLEVELAND AVE	5	31	Central US 41	FDOT	*	*	
COLLEGE PKWY & CLEVELAND AVE	6	31	Central US 41	FDOT	*	*	NB,SB EB,WB
BIG PINE WAY & CLEVELAND AVE	7	31	Central US 41	FDOT	*	*	
CYPRESS TRACE MALL & CLEVELAND AVE (Lone Star)	8	31	Central US 41	FDOT	*	*	
DANIELS RD & CLEVELAND AVE	9	31	Central US 41	FDOT	*	*	NB,SB EB,WB
6-MILE CYPRESS PKWY & WAL-MARTSS	17	34	South US 41	FDOT	*	*	
CLEVELAND AVE. & ANDREA/LAKERIDGE*	2	34	South US 41	FDOT	*	*	
CLEVELAND AVE. & GLADIOLUS DR*	3	34	South US 41	FDOT	*	*	NB,SB EB,WB
CLEVELAND AVE. & WEST JAMAICA BAY*	4	34	South US 41	FDOT	*	*	
CLEVELAND AVE. & BRIARCLIFF*	6	34	South US 41	FDOT	*	*	
US 41/ISLAND PARK	8	34	US 41/Island Park	FDOT	*	*	
US 41/ALICO	10	34	US 41/Island Park	FDOT	*	*	NB,SB EB,WB
CYPRESS & MCGREGOR	1	36	McGregor Bridge	FDOT	*		NB,SB EB,WB
CAMELOT & MCGREGOR	2	36	McGregor Bridge	FDOT	*		
BRIDGE FRONTAGE RD & MCGREGOR/COLLEGE	3	36	McGregor Bridge	FDOT	*		NB,SB EB,WB
PALM BEACH(SR80) & SR 31*	1	43	SR 80	FDOT	*	*	SB EB,WB
PALM BEACH(SR80) & DAVIS BLVD*	2	43	SR 80	FDOT	*	*	

Exhibit A (Continued)

Exhibit A-1							
Location	Intersection #	Zone #	Zone Name	Maint	TRP	Travel Time	24 hr Count
PALM BEACH(SR80) & TROPIC AVE*	3	43	SR 80	FDOT	*	*	
PALM BEACH(SR80) & BUCKINGHAM/OLGA*	4	43	SR 80	FDOT	*	*	NB,SB EB,WB
PALM BEACH(SR80) & FIRE STATION	5	43	SR 80	FDOT	*	*	
PALM BEACH(SR80) & RIVERDALE HS*	6	43	SR 80	FDOT	*	*	
BONITA BCH RD & OLD US 41	1	52	Bonita East	Lee Co.			NB,SB EB,WB
BONITA BCH RD & RACE TRACK RD	3	52	Bonita East	Lee Co.			
OLD US 41 & PENNSYLVANIA	2	52	Bonita East	Lee Co.		*	
OLD US 41 & TERRY	4	52	Bonita East	Lee Co.		*	NB,SB EB,WB
OLD US 41 & ROSEMARY	7	52	Bonita East	Lee Co.		*	
BONITA BCH RD & IMPERIAL STREET	5	52	Bonita East	Lee Co.			
COLONIAL BLVD. & WINKLER EXT	3	84	Colonial East	FDOT	*	*	NB,SB EB,WB
COLONIAL BLVD. & SIX-MILE/ORTIZ	5	84	Colonial East	FDOT	*	*	
COLONIAL BLVD. & I-75 SB RAMP	6	84	Colonial East	FDOT	*	*	SB EB,WB
COLONIAL BLVD. & I-75 NB RAMP	7	84	Colonial East	FDOT	*	*	NB EB
COUNTRY CLUB & NICHOLAS	1	20	Country Club Blvd	Cape Coral			NB,SB WB
COUNTRY CLUB & SE 10 TH	2	20	Country Club Blvd	Cape Coral			
COUNTRY CLUB & SE 9 TH	3	20	Country Club Blvd	Cape Coral			
VISCAYA & SE 13 TH	4	20	Country Club Blvd	Cape Coral			
NICHOLAS & CULTURAL	5	20	Country Club Blvd	Cape Coral			
US 41 & WILLIAMS	8	5	Corkscrew Road	FDOT		*	
US 41 & CORKSCREW	7	5	Corkscrew Road	FDOT		*	NB,SB EB,WB
US 41 & BROADWAY	11	5	Corkscrew Road	FDOT		*	

Major Study 2 – Traffic Signal System Communications Plant Upgrade Feasibility Study Report - Review and Upgrade of System Communications

The second Major Study involves a review of the existing communications infrastructure and existing hardware and software for the signal system and other associated devices relating specifically to the communications infrastructure. The Department currently has a limited number of video detection cameras, numerous permanent count stations and other field devices that are being considered and are expected to be added to the communications plant. The Department realizes the need to review the communications element of the existing signal system to ensure that this integral building block provides an appropriate foundation for future improvements to the signal system, and any other future enhancements that will involve ATMS (Advance Traffic Management System) and Intelligent Transportation Systems (ITS) features. The Consultant shall consider, in review and in future planning for the communications element, impacts based upon communications plant performance and maintaining the utility of the existing investment in the communications plant.

This Study shall include the production of several documents and conclude in a comprehensive description of the existing System communications infrastructure and other related facilities and recommendations for enhancements and upgrades to the System communications plant and other facilities in the form of a Communications Plant Upgrade Feasibility Report. Other reports and maps will be required to develop a foundation for the final Communications Plant Upgrade Feasibility Report.

I. Period of Performance

The Consultant shall perform all portions of this study during a six-month period. The Consultant shall provide all reports to the Department to allow a minimum 30 day review period for the Department at both the draft and final report submittal (total of 60 days minimum for review). The Consultant shall include in this work an updated description of the System that includes all major roadways within Lee County as well as the items provided in the minimum content guidelines. This description shall be of presentation quality and be complete with all section numbers and boundaries (existing and proposed) and intersection (existing and proposed) numbers, existing and proposed traffic video camera locations and permanent count station locations.

II. Scope of Work

This section specifies the work tasks to be performed by the Consultant, the responsibilities of the Consultant and the Department, and the work task products to be developed by the Consultant and delivered to the Department. The Study will be centered on collection of information that is sufficient to evaluate the existing communication plant in order to arrive at an engineering based determination as to whether the existing communication plant will serve as an adequate and appropriate foundation to integrate some of the existing field devices and if the communication plant will support future center to field and center to center communications as ATMS

and ITS elements and features evolve. This Study is not intended to include a comprehensive design of ITS or ATMS, but rather to include a comprehensive plant level review of the existing center-to-field communications infrastructure and conclude with a qualitative proposal for any necessary improvements that may be economically feasible to enhance the communications infrastructure. The review shall include consideration for the existing and future efforts planned towards the evolution of ITS and ATMS elements to ensure that the review and proposals completed in this study will permit the communications plant to retain the required functions that may be expected.

The Consultant shall produce and provide professional quality map based descriptions and professional quality reports that will be utilized to develop the foundation of the final Communication Plant System Upgrade Feasibility and Concept Study Report. The Consultant shall provide the Department with recommendations for enhancements to the System communications facilities and a feasibility concept report containing recommended upgrades for the System, that will permit the Department to achieve the immediate and future goals of providing efficient and cost effective traffic control for Lee County.

The Consultant will aid the Department in; 1) producing and providing a comprehensive communications plant description, 2) ascertaining the most cost-effective method for attaching additional field devices, and 3) determining the feasibility of various upgrade options for the System based upon the utility of the existing communications plant. The Consultant will be expected to make recommendations to ensure the goals of the Department will be achieved.

All work completed for this Study shall be coordinated with local, state and federal agencies to ensure that any initiatives that are underway, or are being contemplated by these agencies, are incorporated into the work the Consultant performs for this Study. The Consultant may also be required to coordinate the work performed for this Study with other private businesses.

The Consultant must consider and incorporate the Florida Department of Transportation's Regional ITS Architecture and include updates to this architecture as required, if the recommendations and proposals provided by the Consultant will impact this architecture. There may also be other requirements that may need to be reviewed in the development of the proposed modification to the communications plant that may have an affect on any future ATMS plans. The Consultant will be expected to be familiar with these requirements and shall include them in any of the work performed for this Study.

The Department will be the final authority with regard to the content and direction of this Study and the details contained in the documentation produced by the Consultant for this Study.

To provide the Consultant with a foundation for understanding the minimum content of the work products the Consultant will be expected to provide, the following **minimum content guidelines** are provided.

The essential details of all MAP based documents shall have the minimum details:

- The borders of Lee County
- The borders of any local government entity – City or Town
- The Lee County Logo (Seal)
- Legend
- Date of creation
- Author
- Scale
- Project Number(s)
- Prepared by
- Prepared for Lee County DOT
- Compass Direction
- Label of key features and insets
- All geographic features necessary

And depending on the type of MAP, the following minimum details shall also be included:

- Labels for all major items (roadways, control sections, permanent count stations)
- All System Control Sections, current and future, denoting master locations
- All signalized intersections, current and future
- All traffic camera locations
- All permanent count station locations, current and future
- All roadways classified from minor collector to arterial within Lee County
- All communication facilities, including type and salient features
- Any future roadways identified in the Lee County 2020 Financially Feasible Plan

The contents of all REPORTS shall adhere to the following minimums:

- Title
- Date of creation
- Author
- Project Number(s)
- Prepared by – including title and credentials
- Prepared for Lee County DOT by
- The Lee County Logo (Seal)
- Introduction/Executive Summary
- Table of Contents
- Table of Figures
- Background/Existing conditions
- Proposed Modifications with descriptions
- Ranked alternatives and justifications for Proposed modifications

Engineering cost analysis
 Recommendations
 Suggested specifications
 Conclusion
 Implementation strategies and plans
 Sources and references

PROJECT MANAGEMENT

This task for this Study shall be performed as an integral part of the tasks outlined for Major Study 1 and includes any management activities by the Consultant that will result in the successful completion of the services as defined in this contract. This task also involves the monitoring and coordination of work required of the Department or others to assure the timely and efficient completion of this contract. Included in these tasks are the following: status reports; and meetings.

Project management is a continuous task that shall be performed by the Consultant for the duration of this contract. The monitoring, coordination, scheduling, and reporting requirements of this task will be used to facilitate periodic review by the Department to ascertain the Consultant's conformance with the requirements of this task.

The Consultant shall provide project management for this Study in a coordination with Major Study 1 and in a manner that complies with the tasks and subtasks outlined in Task 1 of Major Study 1. The project management for this study shall be completed as a continuous effort that does not require duplication of the tasks and subtask described in Major Study 1, Task ,1 Project Management.

Task 2.2 Communication Plant Report and Miscellaneous Maps

This Task specifies the work tasks and work task products to be performed by the Consultant. The work to be performed shall include collection of information sufficient to obtain a comprehensive description of the overall operation of the System, inventorying of existing hardware and equipment that comprises the communications plant and infrastructure for the System, and any other information that is determined by the Department or the Consultant to be required for the successful completion of the reports. The Consultant shall provide the Department with comprehensive reports and map based documents that include information about the System communications infrastructure.

A qualified engineer shall collect, research, review and compile all relevant and pertinent information pertaining to the existing communications plant, existing traffic video cameras and permanent count stations in order to produce one report and two maps. The report for this Task shall be of sufficient comprehensive detail to describe the existing communications plant for the System and any other relevant details required. The engineer shall obtain any field information that is needed, and utilize communication plant plans and data available from the Department. From this review,

compilation and collection of field information by the Consultant, a report describing the existing and proposed communications plant, permanent count stations and traffic video cameras in sufficient detail to provide an accurate description of System communication facilities, traffic video cameras and count station locations shall be produced. All information presented shall describe, location of aerial and underground communications cable, type of communication cable, location of cameras, purpose of cameras and camera specifications.

The report for this Task shall be a comprehensive report describing proposed modifications to the communications plant, traffic video cameras and other equipment in sufficient detail.

The Consultant shall review all information that is required to provide recommendations for any improvements that may be proposed for traffic video cameras and permanent count stations.

The report shall also provide technical information for all hardware and devices to include, but not limited to, type of communications protocols, communication speeds, existing and available bandwidths, and limiting factors. All maps and reports shall be provided in adherence with the minimum content guidelines.

A review of the proposal should also include a description of the effects the proposal will have on any future ITS initiatives.

The Report shall include estimated costs for all proposed modifications and estimated maintenance costs for the modifications. Details shall include locations of aerial and underground communications cable, type of communication cable, locations of splices, locations of traffic video cameras and relevant specifics.

The Department has limited descriptions available in computer form (ACAD) and the Consultant may use this information to provide a map depicting the proposed changes for the System. All maps and reports shall be provided in adherence with the minimum content guidelines.

Two copies of this information shall be provided to the Department.

Department Responsibility

- The Department shall be available to discuss the development of this report and provide advice as requested.

Task Product

- Communication Plant Report
- Updated Communications Maps describing existing and proposed.
- Existing and Proposed Traffic Video Camera Location Map.

Task 3.3 System Communication Plant Upgrade Feasibility and Concept Study Report

The Consultant shall provide the Department with a final Communications Plant Upgrade Feasibility and Concept Report. In this Report, the Consultant shall provide the Department with recommendations for upgrades and enhancements for all key System components and any other facilities or components deemed necessary. The Consultant shall provide the Department with several upgrade alternatives for the System and shall perform objective evaluations of all upgrade alternatives to determine the feasibility of all proposed alternatives.

The primary criteria for evaluating the feasibility of all proposed alternatives shall correspond with the Department's essential goals of improving traffic operations by implementing advanced technologies, reducing acquisition, operating and maintenance costs and providing an efficient transportation network. The Department recognizes that the operation and performance of the System is partially predicated on the capabilities of the hardware and software components comprising the communications infrastructure. The Consultant shall include an evaluation of these various components and provide proposed alternatives for improvements to the communications facilities for the System and ensure that these improvements provide for the requirements of any future ATMS and ITS functions. All proposed and recommended alternatives presented by the Consultant shall be sufficiently evaluated to ensure the realization of the Department's desire to implement, in the most cost-effective manner, the proposed upgrades and improvements, and to ensure that the communication plant retains the utility that will be required to incorporate ATMS and ITS features in the System in the future.

This Report shall contain the necessary specifics regarding the feasibility of each proposed and recommended upgrade alternative and shall provide the Department with guidance and direction to achieve the proposed recommendations for upgrading and improving the existing System in the most cost-effective manner. The evaluation of all proposals shall include an appropriately detailed and comprehensive presentation of the engineering and economic considerations associated with each of the proposed alternatives. These considerations shall include, but are not limited to; 1) the anticipated life span of the existing and proposed components, 2) estimations for construction costs, 3) estimates for equipment acquisition costs, 4) estimates for expected transportation network efficiency improvements, 5) cost to benefit of proposed software or equipment, and 6) total annual operation and maintenance costs. The Consultant shall present other considerations and develop calculations for each of these considerations to produce a rank for each of the alternatives. The Consultant shall ascertain the most economical alternative from the ranked alternatives. The upgrade alternative produced from the rankings shall be the basis for all recommended alternatives.

All key features and aspects of the existing and proposed System configuration and any other related features shall be properly addresses and documented in this Report. The Report shall include information and content obtained from the other Tasks and Subtasks in this Study. The Report shall also include any other information deemed

relevant by the Department or the Consultant in determining the feasibility of the various upgrade options. The Report shall adhere to the minimum content guidelines and shall also include any other content needed by state or federal agencies to meet their requirements.

The Consultant shall designate a qualified engineer as being responsible for the development and production of the Report.

Two copies of this information shall be provided to the Department.

Department Responsibility

- The Department shall be available to discuss the development of this report and provide advice as requested.

Task Product

- System Communications Plant Upgrade Feasibility and Concept Study Report
- Maps and/or diagrams describing existing and proposed

COMPENSATION AND METHOD OF PAYMENTFOR LEE COUNTY TRAFFIC SIGNAL SYSTEM RETIMING PROJECT
AND TRAFFIC SIGNAL SYSTEM COMMUNICATIONS PLANT UPGRADE REPORTSection 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 (W.I.P.P.).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Project Management (<i>Major Study 1 and Major Study 2</i>)			
1A	Status Reports			
1B	Meetings	\$45,533.48	NTE	W.I.P.P.
	Major Study 1 Retiming Traffic Signals			
	Phase I			
2.1	Signal and Signal System "Before" Assessment			
2.1A	Signal Assessment			
2.1B	"Before" System Assessment	\$21,412.40	LS	
3.1	Eight-Hour Turning Movement Counts Conduct TMC	\$37,803.70	LS	W.I.P.P.
4.1	Seven-Day Continuous Traffic Count Conduct counts	\$11,543.50	LS	
5.1	Data Analysis and Documentation			
5.1A	Methodology and Draft Timing Plan Reports (Signal Timing Development)			
5.1B	Controller Parameter Data Develop controller parameters			
5.1C	Traffic Responsive Plan Development			
5.1D	Final Timing Plans Prepare final timing plans	\$65,755.45	LS	W.I.P.P.
6.1	System Timing Implementation and Fine Tuning			
6.1A	Database Development Input timing plan data			

6.1B	System Fine-Tuning Detailed on-street review Public monitoring period	\$40,384.97	LS	W.I.P.P
7.1	"After" System Analysis Conduct travel time runs Conduct before-after analysis Final Report	\$8,602.15	LS	W.I.P.P
Phase II				
2.1	Signal and Signal System "Before" Assessment			
2.1A	Signal Assessment			
2.1B	"Before" System Assessment	\$10,706.20	LS	
3.1	Eight-Hour Turning Movement Counts Conduct TMC	\$18,901.85	LS	W.I.P.P.
4.1	Seven-Day Continuous Traffic Count Conduct counts	\$7,804.05	LS	
5.1	Data Analysis and Documentation			
5.1A	Methodology and Draft Timing Plan Reports (Signal Timing Development)			
5.1B	Controller Parameter Data Develop controller parameters			
5.1C	Traffic Responsive Plan Development			
5.1D	Final Timing Plans Prepare final timing plans	\$32,877.23	LS	W.I.P.P
6.1	System Timing Implementation and Fine Tuning			
6.1A	Database Development Input timing plan data			
6.1B	System Fine-Tuning Detailed on-street review Public monitoring period	\$20,192.49	LS	W.I.P.P
7.1	"After" System Analysis Conduct travel time runs Conduct before-after analysis Final Report	\$4,301.04		
Major Study 2 TRAFFIC SIGNAL SYSTEM UPGRADE FEASIBILITY STUDY				
2.2	Communication Plant Report and Miscellaneous Maps Prepare Maps and Reports	\$39,504.02	LS	W.I.P.P

3.3	System Communication Plant Upgrade Feasibility and Concept Study Report Complete Reports and Study 2	\$17,304.18	LS	W.I.P.P.
	Lump Sum Expenses	\$37,344.72	LS	W.I.P.P.
TOTAL		\$419,971.43		

CMO:033
09/25/01

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 01/31/02, 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 paid~~ reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in Section 1 BASIC SERVICES/TASK(S) as a single Lump Sum payment of \$37,344.72. The Lump sum Payment for reimbursable shall be paid to the Consultant as a single payment 30 days after a notice-To-Proceed is issued. ATTACHMENT NO. 2 hereto dated _____, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 01/31/02

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

FOR LEE COUNTY TRAFFIC SIGNAL SYSTEM RETIMING PROJECT
AND TRAFFIC SIGNAL SYSTEM COMMUNICATIONS PLANT UPGRADE REPORT

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

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Project Principal	\$41.27	3.059	\$126.25
Project Manager	\$52.68	3.059	\$161.15
Senior Engineer	\$33.36	3.059	\$102.05
Engineer	\$26.47	3.059	\$80.97
Engineer Associate	\$22.03	3.059	\$67.39
Transportation Analyst	\$19.64	3.059	\$60.08
Technician	\$21.96	3.059	\$67.17
Clerical	\$18.77	3.059	\$57.42

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

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

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

ATTACHMENT NO. 1 TO EXHIBIT B Continued

Date: 01/31/02

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

FOR LEE COUNTY TRAFFIC SIGNAL SYSTEM RETIMING PROJECT
AND TRAFFIC SIGNAL SYSTEM COMMUNICATIONS PLANT UPGRADE REPORT

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

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Assistant Project Manager	\$49.60	3.024	\$150.00
Senior Engineer	\$33.07	3.024	\$100.00
Engineer	\$29.76	3.024	\$90.00
Engineer Associate	\$26.45	3.024	\$80.00
Transportation Analyst	\$24.80	3.024	\$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".

ATTACHMENT NO. 2 TO EXHIBIT B

Attachment NO. 2 deleted from this Agreement

TIME AND SCHEDULE OF PERFORMANCEfor Lee County Traffic Signal System Retiming Project and Traffic Signal System communications Plant Upgrade Report

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
1 - 1A & 1B	Project Management (Major Study 1 and Major Study 2)	575	575
	Retiming Traffic Signals - Major Study 1		
Phase I	Phase I Retiming Traffic Signals - Major Study 1		
2.1 (2.1a to 2.1.B)	Signal and signal system Before Assessments	40	40
3.1 & 4.1	Eight Hour Counts and Seven Day Approach counts	40	40
5.1 (5.1A to 5.1 D)	Data Analysis and Documentation - Development of Timings	80	120
6.1 (6.1A to 6.1B)	System Implementation and Fine Tuning	235	345
7.1	After Assessments and Final Report	220	360
Phase II	Phase II Retiming Traffic Signals - Major Study 1		
2.1 (2.1a to 2.1.B)	Signal and signal system Before Assessments	100	325
3.1 & 4.1	Eight Hour Counts and Seven Day Approach counts	100	325
5.1 (5.1A to 5.1 D)	Data Analysis and Documentation - Development of Timings	100	350
6.1 (6.1A to 6.1B)	System Implementation and Fine Tuning	200	525
7.1	After Assessments and Final Report	165	525
	Traffic signal System Upgrade Feasibility Study - Major Study 2		
2.2	Communication Plant Report and Miscellaneous Maps	180	220
3.3	System Communication Plant Upgrade Feasibility and concept Report	180	220

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

for Lee County Traffic Signal System Retiming Project and Traffic Signal System Communications Plant Upgrade Report

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

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority, Women, Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
Signal Timing & Comm. Plant Report	Orth-Rodgers & Assoc., Inc. 3030 N. Rocky Point Dr. W. Suite 265 Tampa, Florida 33607-5902		X			X
Traffic Data Collection	Florida Transportation Engineering 8250 Pascal Drive Punta Gorda, Florida 33950		X			X
Traffic Data Collection	Highway Monitoring Technologies 225 Woodside Avenue OrangePark, Florida 32073	X		W B E		X

Date: 01/31/02

PROJECT GUIDELINES AND CRITERIA

FOR LEE COUNTY TRAFFIC SIGNAL SYSTEM RETIMING PROJECT
AND TRAFFIC SIGNAL SYSTEM COMMUNICATIONS PLANT UPGRADE REPORT

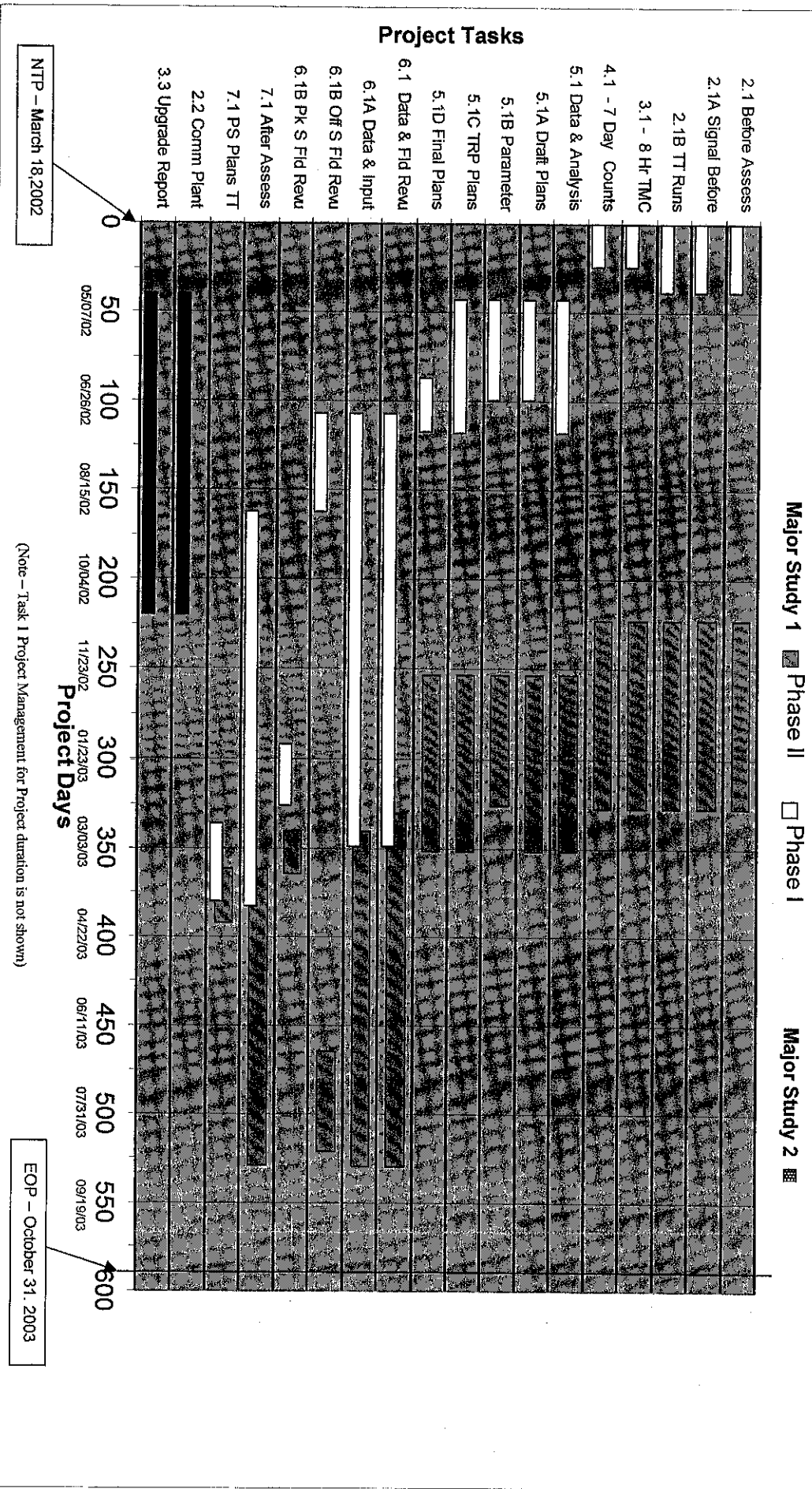
The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1

Project Schedule included as Page E2 of this Exhibit.

02-11-2/2

Project Schedule for Major Study 1 & Major Study 2



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:

Traffic Signal System Retiming & Traffic Signal System Upgrade - CN-02-07
(Enter Project Name from Page 1 of Agreement)

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:

John R. Freeman, Jr.

BY: John R. Freeman, Jr., P.E., PTOE

TITLE: Senior Principal

The foregoing instrument was signed and acknowledged before me this 8th day of February, 2002, by John R. Freeman, Jr. who has produced personally known as _____
(Print or Type Name) (Type of Identification and Number)

identification.

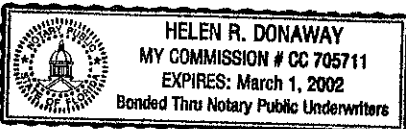
Helen R. Donaway

Notary Public Signature

Helen R. Donaway
Printed Name of Notary Public

CC 705711 3-1-02

Notary Commission Number/Expiration



CMO:
00/00/00

PRODUCER

Aon Risk Services, Inc. of Oregon
1211 S.W. 5th Avenue
Suite 600
Portland OR 97204-3799

PHONE (503) 224-9700

FAX - (503) 295-0923

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

COMPANY A United States Fidelity & Guaranty Co.

INSURED

Kittelson & Associates, Inc.
610 SW Alder, Suite 700
Portland OR 972050000 USA

COMPANY B
COMPANY C
COMPANY D

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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	BK00917963	06/03/01	06/03/02	GENERAL AGGREGATE \$2,000,000
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	BK00897829	06/03/01	06/03/02	PRODUCTS - COMP/OP AGG \$2,000,000 PERSONAL & ADV INJURY EACH OCCURRENCE \$1,000,000 FIRE DAMAGE(Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA00877905	06/03/01	06/03/02	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTHER EL EACH ACCIDENT EL DISEASE-POLICY LIMIT EL DISEASE-EA EMPLOYEE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: Project #4915. Certificate holder is included as additional insured.

CERTIFICATE HOLDER

Lee County
Department of Transportation
Attn: Earl R Sally
5650 Enterprise Parkway
Ft Myers FL 33905 USA

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

Betty Weatherman

PRODUCER

Aon Risk Services, Inc. of Oregon
1211 S.W. 5th Avenue
Suite 600
Portland OR 97204-3799 USA

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POLICIES BELOW.

PHONE-(503) 224-9700

FAX-(503) 295-0923

INSURERS AFFORDING COVERAGE

INSURED

Kittelson & Associates, Inc.
610 SW Alder, Suite 700
Portland OR 972050000 USA

INSURER A: American Manufacturers Mutual Ins Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES: This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown.

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
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INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS												
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE FIRE DAMAGE(Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)												
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY : EA ACC AGG												
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE AGGREGATE												
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	7CQ613102	7/1/01	7/1/02	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>X</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$100,000</td> </tr> <tr> <td>E.L. DISEASE-POLICY LIMIT</td> <td></td> <td>\$500,000</td> </tr> <tr> <td>E.L. DISEASE-EA EMPLOYEE</td> <td></td> <td>\$100,000</td> </tr> </table>	WC STATU-TORY LIMITS	X	OTH-ER	E.L. EACH ACCIDENT		\$100,000	E.L. DISEASE-POLICY LIMIT		\$500,000	E.L. DISEASE-EA EMPLOYEE		\$100,000
WC STATU-TORY LIMITS	X	OTH-ER															
E.L. EACH ACCIDENT		\$100,000															
E.L. DISEASE-POLICY LIMIT		\$500,000															
E.L. DISEASE-EA EMPLOYEE		\$100,000															
	OTHER																

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

RE: Project #4915.

CERTIFICATE HOLDER

Lee County
Department of Transportation
Attn: Earl R Sally
5650 Enterprise Parkway
Ft Myers FL 33905 USA

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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Bruce Weatherman

PRODUCER

Aon Risk Services, Inc. of Oregon
1211 S.W. 5th Avenue
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Portland OR 97204-3799 USA

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PHONE-(503) 224-9700

FAX-(503) 295-0923

INSURERS AFFORDING COVERAGE

INSURED

Kittelson & Associates, Inc.
610 SW Alder, Suite 700
Portland OR 972050000 USA

INSURER A: Continental Casualty Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES: This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown.

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INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS								
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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)								
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	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE AGGREGATE								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OFF-ER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT</td> </tr> <tr> <td colspan="2">E.L. DISEASE-POLICY LIMIT</td> </tr> <tr> <td colspan="2">E.L. DISEASE-EA EMPLOYEE</td> </tr> </table>	WC STATU-TORY LIMITS	OFF-ER	E.L. EACH ACCIDENT		E.L. DISEASE-POLICY LIMIT		E.L. DISEASE-EA EMPLOYEE	
WC STATU-TORY LIMITS	OFF-ER												
E.L. EACH ACCIDENT													
E.L. DISEASE-POLICY LIMIT													
E.L. DISEASE-EA EMPLOYEE													
A	OTHER Archit&Eng Prof	AE113778709	12/30/01	12/30/02	SIR/Deductible Limit \$50,000 \$1,000,000								

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

RE: Project #4915.

CERTIFICATE HOLDER

CANCELLATION

Lee County
Department of Transportation
Attn: Earl R Sally
5650 Enterprise Parkway
Ft Myers FL 33905 USA

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AUTHORIZED REPRESENTATIVE

Betty Weatherman

Date: 01/31/02

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

for Lee County Traffic Signal System Retiming Project and Traffic Signal System
communications Plant Upgrade Report

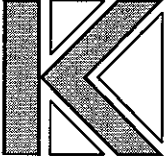
CONSULTANT and Sub-Consultant(s) have provided the attachments to this Exhibit to be incorporated into the Agreement as Single Unit Audit packages.

Consultant

Kittelson & Associates, Inc.
315 E. Robinson Street, Suite 465
Orlando, Florida 32801

Sub-Consultant

Orth-Rodgers & Assoc., Inc.
3030 N. Rocky Point Dr. W.
Suite 265
Tampa, Florida 33607-5902



Kittelson & Associates, Inc.

Transportation Planning/Traffic Engineering
315 E. Robinson Street - Suite 465
Orlando, FL 32801
Telephone: (407) 540-0555
FAX (407) 540-0550

These materials are being transmitted to you:

<input type="checkbox"/>	VIA MAIL	<input type="checkbox"/>	FOR YOUR FILE/INFO
<input type="checkbox"/>	COURIER	<input type="checkbox"/>	AS REQUESTED
<input checked="" type="checkbox"/>	OVERNIGHT	<input type="checkbox"/>	FOR REVIEW AND COMMENT
<input type="checkbox"/>	OTHER		

COPIES SENT TO:

DATE: 2-8-02

PROJECT NUMBER: 4915

PROJECT: Lee Co. Signal Retiming

TO: Earl Salley

5650 Enterprise Parkway

ADDRESS: Ft. Myers, FL 33905


TELEPHONE: 941-694-7600

COPIES	DESCRIPTION

COMMENTS:

Enclosed please find one original and one copy of the Audit Package information.

Fax backup will be forthcoming.


From: Jack Freeman



KITTELSON & ASSOCIATES, INC.
TRANSPORTATION PLANNING/TRAFFIC ENGINEERING

315 E. ROBINSON STREET, SUITE 465 • ORLANDO, FL 32801
(407) 540-0555 • FAX (407) 540-0550

February 14, 2002

Mr. Earl R. Salley
Traffic Engineer
Lee County DOT
5650 Enterprise Parkway
Ft. Myers, FL 33905

RE: Traffic Signal System Retiming & Traffic Signal System Upgrade Report
Contract: CN-02-07

Dear Mr. Salley:

The traffic data collection for above reference project will be provided by Florida Transportation Engineering, Inc. (FTE) of Punta Gorda, FL. FTE will be assisted by Highway Monitoring Technologies (HMT), a qualified DBE firm. The services to be provided by HMT will be traffic data collection at the value of \$42,000 which is 10% of the overall contract. HMT will work as a subconsultant to FTE for these services.

Should you need further definition of the roles of these firms, please let me know.

Very truly yours,
Kittelsohn & Associates, Inc.

John R. Freeman, Jr., P.E., PTOE
Project Manager

Florida Transportation Engineering, Inc.

Founded by Nanette E. Hall, P.E. 1989

February 14, 2002

Mr. Earl Salley, Project Manager
Lee County
1500 Monroe Street
Fort Myers, FL 33901

RE: Traffic Signal System Retiming and Traffic Signal System Upgrade Report
Contract: CN-02-07
FTE Project No.: 101066-00

Dear Mr. Salley:


Florida Transportation Engineering, Inc. (FTE) has included Highway Monitoring Technologies (HMT) as a sub-consultant for the Lee County Traffic Signal System Retiming and Traffic Signal System Upgrade Report Contract. HMT will be providing data collection as a direct expense for the lump sum of \$42,000.

FTE has included HMT on several of our Florida Department of Transportation contracts and we are confident they will perform the work to Lee County's satisfaction.

We look forward to working with Lee County on this important contract.

Sincerely,

FLORIDA TRANSPORTATION ENGINEERING, INC.


Wallace D. Hall
President

cc: Charles Sloan

S:\Proposals\2001\101066\Correspondence\Letter to Earl Salley.doc



Orth - Rodgers Associates, Inc.
 TRANSPORTATION ENGINEERS and PLANNERS

LETTER OF TRANSMITTAL

Mr. Earl Salley
 Traffic Engineer
 Lee County
 5650 Enterprise Pkwy.
 Ft. Myers, Florida 33905
 ATTENTION: Mr. Earl Salley
 941-694-7600

DATE February 13, 2002	JOB NO. 000008.000
RE: Lee County Signal System and retiming Project	

- WE ARE SENDING YOU** Attached Under separate cover via AIRBORNE the following items:
- Report Copy of Letter Plans Samples Specifications
 Draft Report Print _____

COPIES	DATE	NO	DESCRIPTION
1	2/11/02		Original Billing Rate Detail Information, Yr 2002-2003
1	9/30/01	3	ORA Statement of Direct Labor, Fringe Benefits and General Overhead
1		1	Certificate of Liability Insurance
1	1/24/02	1	FAR Compliance Letter to FDOT
1	2/11/02	1	ORA Reimbursable Estimate
1	2/12/02	1	Quote from Tampa Reprographics & Supply
1	2/8/02	1	Quote for hotel rate in Ft. Myers

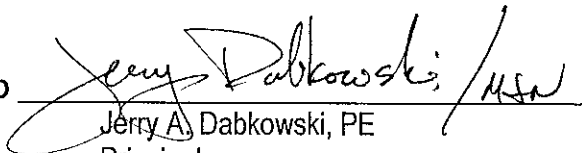
THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit _____ copies for approval
 For your use Approved as noted Submit _____ copies for distribution
 As requested Returned for corrections Return _____ corrected prints
 For review and comment _____
 Prints returned after loan to us

REMARKS

Please call if additional information is required.

COPY TO: Project File

SIGNED 
 Jerry A. Dabkowski, PE
 Principal
 jdabkowski@orth-rodgers.com

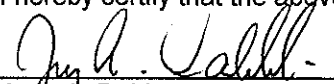
Billing Rate Detail Information, Year 2002-2003
Lee County Signal Sysytem and Retiming Project

Orth-Rodgers & Associates, Inc.

	Hourly	Overhead	Profit %	Billing Rate
	Rate	155.71%	15.00%	
Assistant Project Manager	\$49.60	\$77.23	\$23.17	\$150.00
Senior Engineer	\$33.07	\$51.49	\$15.45	\$100.00
Engineer	\$29.76	\$46.34	\$13.90	\$90.00
Engineer Associate	\$26.45	\$41.19	\$12.36	\$80.00
Transportation Analyst	\$24.80	\$38.62	\$11.58	\$75.00

Jerry Dabkowski, PE
Kavanc Cagler, PE
Greg Bassett
Jackie Vallejo, EI
Steve McGinley

I hereby certify that the above classification rates are accurate.

 2-11-02
Jerry A. Dabkowski, PE
Principal

**ORTH-RODGERS &
ASSOCIATES, INC.**

**Statement of Direct Labor, Fringe Benefits
and General Overhead**

September 30, 2001

Independent Auditors' Report on Statement of Direct Labor, Fringe Benefits and General Overhead

Board of Directors
Orth-Rodgers & Associates, Inc.
Philadelphia, Pennsylvania

We have audited the accompanying Statement of Direct Labor, Fringe Benefits and General Overhead of Orth-Rodgers & Associates, Inc. for the year ended September 30, 2001. This statement is the responsibility of the management of Orth-Rodgers & Associates, Inc.'s management. Our responsibility is to express an opinion on the schedule based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the financial audit standards contained in the *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Statement of Direct Labor, Fringe Benefits and General Overhead. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the statement. We believe that our audit provides a reasonable basis for our opinion.

The accompanying statement was prepared on a basis of accounting practices prescribed in Part 31 of Federal Acquisition Regulations and certain other federal and state regulations as discussed in Note 2, and is not intended to be a presentation in conformity to accounting principles generally accepted in the United States of America.

In our opinion, the Statement of Direct Labor, Fringe Benefits and General Overhead for the year ended September 30, 2001 presents fairly, in all material respects, the direct labor, fringe benefits and general overhead of Orth-Rodgers & Associates, Inc. for the year ended September 30, 2001 on the basis of accounting described in Note 2.

In accordance with the *Government Auditing Standards*, we have also issued a report dated December 7, 2001 on our consideration of Orth-Rodgers & Associates, Inc.'s internal control over financial reporting and our tests of compliance with certain provisions of laws, regulations and contracts. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of our audit.

Kreischer Miller & Co

Horsham, Pennsylvania
December 7, 2001

Kreischer, Miller & Co.
Suite 200
200 Gibraltar Road
Horsham, PA
19044-2378

215.441.4600
Fax: 215.672.8224
E-mail: kmco@kmco.com
www.kmco.com

Member
The Leading Edge Alliance

Statement of Direct Labor, Fringe Benefits and General Overhead
Year Ended September 30, 2001

Description	Total Cost		DOT Adjustments	
	Per General Statement	General/Income Exclusions	Direct Costs	Allowable Indirect Costs
Direct Labor	\$ 3,934,610	\$ -	\$ 3,934,610	\$ -
FRINGE BENEFITS				
Paid leave	474,408	-	-	474,408
Payroll taxes	462,159	7,834 (1)	-	454,325
Medical insurance	316,217	-	-	316,217
Workers compensation	26,627	-	-	26,627
TOTAL FRINGE BENEFITS	1,279,411	7,834	-	1,271,577
GENERAL OVERHEAD				
Indirect labor	2,238,528	71,123 (1)	-	2,167,405
Subcontractor cost	6,212,451	-	6,212,451	-
Other direct costs	521,206	-	521,206	-
Professional fees	64,830	12,496 (2)	-	52,334
Advertising	7,298	7,298 (3)	-	-
Automobile	104,799	13,326 (4)	-	91,473
Business promotion	141,258	141,258 (5)	-	-
Bad debt expense	6,457	6,457 (6)	-	-
Computer	66,880	-	-	66,880
Copier	39,960	-	-	39,960
Postage and Courier	61,577	-	-	61,577
Depreciation	326,283	-	-	326,283
Donations	3,828	3,828 (7)	-	-
Dues and subscriptions	47,710	6,200 (8)	-	41,510
Insurance	183,686	34,157 (9)	-	149,529
Interest	107,298	107,298 (10)	-	-
Corporate taxes and licenses	19,122	8,064 (11)	-	11,058
Miscellaneous	8,393	-	8,393	-
Office supplies	324,750	16,126 (3)	-	308,624
Other leasing	161,566	-	-	161,566
Profit sharing	62,844	19,649 (1)	-	43,195
Publications	10,726	3,200 (3)	-	7,526
Recruitment	62,188	-	-	62,188
Rent	796,345	-	-	796,345
Seminars and conferences	70,477	5,000 (1)	-	65,477
Telephone	262,827	-	-	262,827
Travel	278,635	139,318 (12)	-	139,317
TOTAL GENERAL OVERHEAD	12,191,922	594,798	6,742,050	4,855,074
	\$ 17,405,943	\$ 602,632	\$ 10,676,660	\$ 6,126,651

$$\text{OVERHEAD RATE} = \frac{\text{Allowable Indirect Costs}}{\text{Direct Labor}} = \frac{6,126,651}{3,934,610} = 155.71\%$$

Note References:

1. Compensation in excess of allowable amount is unallowable per FAR 31.205-6 and compensation related to participation in trade shows and the respective fringe benefits are unallowable per FAR 31.205-1.
2. Reorganization costs are unallowable per FAR 31.205-27
3. Advertising expenses are unallowable per FAR 31.205-1.
4. Personal use of automobile expenses are unallowable per FAR 31.205-6.
5. Entertainment costs are unallowable per FAR 31.205-14.
6. Bad debt expense is unallowable per FAR 31.205-3.
7. Donations are unallowable per FAR 31.205-8.
8. Costs of membership in civic and community organizations are unallowable per FAR 31.205-1.
9. Key man life insurance expenses are unallowable per FAR 31.205-19.
10. Interest expenses are unallowable per FAR 31.205-10.
11. Tax costs for prior periods are unallowable per FAR 31.205-41.
12. Travel expenses that exceed standard travel per diem rates are unallowable per FAR 31.205-46.

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY)

PRODUCER
THE SIMKISS AGENCY, INC.
 TWO PAOLI OFFICE PARK
 PO BOX 1787
 PAOLI PA 19301-0826

Serial # A6240

INSURED
ORTH-RODGERS & ASSOCIATES
 230 S. BROAD STREET
 PHILADELPHIA, PA 19102

DL

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INSURERS AFFORDING COVERAGE

INSURER A:	HARTFORD INSURANCE COMPANY
INSURER B:	AMERICAN MOTORISTS INSURANCE
INSURER C:	AMERICAN MANUFACTURERS MUTUAL
INSURER D:	ACE AMERICAN INSURANCE CO.
INSURER E:	

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	39SBALA0776	5/1/01	5/1/02	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
B	AUTOMOBILE LIABILITY	F7Y029463-02	5/1/01	5/1/02	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	39SBALA0776	5/1/01	5/1/02	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	7CQ611582-03	5/1/01	5/1/02	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 100,000
					E.L. DISEASE - EA EMPLOYEE \$ 100,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
D	OTHER PROFESSIONAL LIABILITY	EON680-708	5/4/01	5/4/02	\$1,000,000 EACH OCCURRENCE \$1,000,000 AGGREGATE

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

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
SAMPLE		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE



January 24, 2002

Florida Department of Transportation
Procurement Office
Florida

Dear Sir or Madam:

This letter is in response to the instance of noncompliance with Part 31 of the Federal Acquisition Regulations (FAR), specifically on the topic of segregating unallowable indirect costs from allowable indirect costs as noted in the Independent Auditor's Report on Compliance and Internal Control Over Financial Reporting Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* dated December 7, 2001.

The instance, which was cited as noncompliant, was the segregation of the travel and automobile accounts in to unallowable indirect costs and allowable indirect costs through the year. We have always segregated these accounts but we did not do so until fiscal year end. We were not aware that segregation had to occur on a monthly basis. As of October 1, 2001, we began to segregate unallowable indirect costs from allowable indirect costs in these accounts as per the FAR requirements every month. Prior to September 2001, Orth-Rodgers & Associates installed and implemented the Deltek Advantage accounting system. This system has supported the efforts made by management to enhance our accounting system and we are in full compliance with all FAR requirements for the year ending September 30, 2002.

Thank you for your consideration regarding the above matter. If you have any questions please do not hesitate to call me at 215-735-1932

Sincerely,

Michael J. Rodgers
Chief Financial Officer

ORTH-RODGERS & ASSOCIATES, INC.

Notes to Statement of Direct Labor, Fringe Benefits and General Overhead September 30, 2001

(1) Nature of the Operations

Orth-Rodgers & Associates, Inc. (the Company) provides professional services for commercial clients mainly located in the Mid-Atlantic region.

(2) Summary of Significant Accounting Policies

Basis of Presentation

The Company's policy is to prepare its overhead schedules, which support the statement of direct labor, fringe benefits and general overhead, on the basis of accounting practices prescribed by Subparts 9900 and Part 31 of the Federal Acquisition Regulations. Accordingly, the above mentioned statement is not intended to present the results of operation of the Company in conformity with generally accepted accounting principles.

The Company maintains a job-order cost accounting system for recording and accumulating costs incurred under its contracts. Each project is assigned a job number so that costs may be segregated and accumulated in this system.

The Company's method of estimating costs for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its job-order cost account system.

Use of Estimates

The preparation of financial statements in conformity with accounting practices prescribed by Subparts 9900 and Part 31 of the Federal Acquisition Regulations requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

ORTH-RODGERS REIMBURSABLES ESTIMATE

Item	Description	Quantity	Explanation	Unit Cost					Units	COST
1	Reproduction/Printing	3000		\$0.15					copy	\$450.00
2	Mileage	3200		\$0.29					mile	\$928.00
3	Parking	0		\$10.00					day	\$0.00
4	Airfare	0		\$540.00					person	\$0.00
5	Lodging	10		\$119.95					person	\$1,199.50
6	Food	40		\$21.00					day	\$840.00
7	Graphics (small)	144		\$0.75					page	\$108.00
8	Graphics (large)	62		\$1.25					page	\$77.50
9	Graphics (color pres.)	52		\$78.75					page	\$4,095.00
10	FAX	40		\$1.00					page	\$40.00
11	Video conferencing	1		\$2,400.00					Month	\$2,400.00
12	Rental car	0		\$55.00					day	\$0.00
13	Overnight Delivery	14		\$15.00					package	\$210.00
14	Traffic Counting	0		\$85.00					count	\$0.00
										\$10,348.00



Reprographics & Supply

3808 N. Armenia Avenue • Tampa, FL 33607 • (813)350-9372 • Fax: (813)350-0563

Date: February 4, 2002

To: Jerry Dabkowski
 Company: Orth-Hodgers & Associates, Inc.
 Project: Lee County Signal Retiming
 Fax: 813-287-0015

From: Shawn Fennington
 Phone: (813) 350-9372
 Fax: (813) 350-0563

Price Quotation

# of Originals	# of Sets	Description	Length Width		BF Each	BF Price	Price Each		Totals
			(inches)	(inches)					
1	1	B/W Copy	11	8	1	0.08	\$	0.08	\$ 0.08
1	1	B/W Copy	17	11	1	0.15	\$	0.15	\$ 0.15
1	1	Color Copy	11	8	1	0.75	\$	0.75	\$ 0.75
1	1	Color Copy	17	11	1	1.25	\$	1.25	\$ 1.25
1	1	Mount Furnished 36" x 42" on 3/16" Black Foamcore	36	42	11	4.30	\$	47.30	\$ 47.30
1	1	Satin Laminate	36	42	11	2.60	\$	31.46	\$ 31.46
							Sub-Total	\$	80.99
							Sales Tax	\$	5.67
							Total	\$	86.66



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Select a Room



BW AIRPORT INN
8955 DANIELS PARKWAY • Ft Myers FL 33912
[Map this hotel](#)

MON, Feb 25 - FRI, Mar 01 (4 Nights)

Modify Your Search

Check-in Date:
Feb 25

Check-out Date:
Mar 1

[Search Now](#)

Option 1: STANDARD 1-2 PERSON

[Book Now](#) Room Type: STANDARD 1-2 PERSON
Rate Type: GoodBuy Rate

Rate: USD 119.95

[Good Buy](#)
Policies
Prepay
Required

Option 2: TRIPLE OCCUPANCY

[Book Now](#) Room Type: TRIPLE OCCUPANCY
Rate Type: GoodBuy Rate

Rate: USD 129.95

[Good Buy](#)
Policies
Prepay
Required

Option 3: QUAD OCCUPANCY

[Book Now](#) Room Type: QUAD OCCUPANCY
Rate Type: GoodBuy Rate

Rate: USD 139.95

[Good Buy](#)
Policies
Prepay
Required

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* Note: The rate shown above may not include taxes, service charges, fees, extra person charges, or any other incidentals. Any currency conversion for the above rates is based on today's exchange rate.

** Note: Roll away bed and crib are requested items. We cannot guarantee that they will be available when you arrive.

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WAGE RATE DETAIL INFORMATION

4915.P

Proj. Name: Lee County Signal System and Retiming Project
 Name of Firm: Kittelson & Associates, Inc.

Classification	Employee	Hire Date	2002 Rates	Proportion of Work	2002 Average Rate	2003 Rate	2004 Rate
Project Principal	John Ringert	2/5/1990	\$39.30	100.00%	\$39.30	\$41.27	\$43.33
Project Manager	Jack Freeman	10/26/1998	\$50.17	100.00%	\$50.17	\$52.68	\$55.31
Senior Engineer	Lee Rodegerdts	3/22/1993	\$29.57	80.00%	\$31.77	\$33.36	\$35.03
	Alan Danaher	9/6/1994	\$40.56	20.00%			
Engineer	Peter Koonce	12/11/1995	\$24.60	80.00%	\$25.21	\$26.47	\$27.79
	John Karachepone	4/14/1997	\$27.66	20.00%			
Engineering Associate	Greg Moore	9/18/2000	\$21.36	50.00%	\$20.98	\$22.03	\$23.13
	Brandon Nevers	5/28/1996	\$22.78	20.00%			
	Andy Daleiden	6/28/1999	\$19.13	30.00%			
Transportation Analyst	Susie Yake	1/17/2001	\$18.56	50.00%	\$18.70	\$19.64	\$20.62
	Lei Xu	9/11/2000	\$18.83	50.00%			
Technician	Tina James	10/2/2000	\$20.91	100.00%	\$20.91	\$21.96	\$23.06
Clerical	Helen R. Donaway	3/8/1999	\$18.04	80.00%	\$17.88	\$18.77	\$19.71
	Wilma Sindewald	1/10/2000	\$17.22	20.00%			

I hereby certify that the above current salary rates are true as of 2/1/02. A 5% escalation factor was used.



Patricia K. Thomas
 Chief Financial Officer

2/4/2001

BILLING RATE DETAIL INFORMATION

4915.P

*Proj. Name: Lee County Signal System and Retiming Project
Name of Firm: Kittelson & Associates, Inc.*

	Hourly Rate	Overhead 166.00%	Profit 15.00%	Total Billing Rate
Project Principal	\$41.27	\$68.51	\$16.47	\$126.25
Project Manager	\$52.68	\$87.45	\$21.02	\$161.15
Senior Engineer	\$33.36	\$55.38	\$13.31	\$102.05
Engineer	\$26.47	\$43.94	\$10.56	\$80.97
Engineering Associate	\$22.03	\$36.57	\$8.79	\$67.39
Transportation Analyst	\$19.64	\$32.60	\$7.84	\$60.08
Technician	\$21.96	\$36.45	\$8.76	\$67.17
Clerical	\$18.77	\$31.16	\$7.49	\$57.42

PAYROLL REGISTER - MULTI STATE
KITTELSON & ASSOCIATES INC - P299

CHECK DATE 01/31/2002
PERIOD BEGIN 01/16/2002 PERIOD END 01/31/2002

01/28/2002
PAGE 21

EMPLOYEE NAME ID SSN STATE/FRQ STS LOCATION	EARNINGS DESCR	PAY RATE	CURRENT HOURS	CURRENT AMOUNT	HOURS	YTD AMOUNT	DEDUCTIONS DESCR	CURRENT AMOUNT	YTD AMOUNT	TAXES DESCR	CURRENT AMOUNT	YTD AMOUNT	NET PAY CHECK NO
XU, LEI 143 591-77-4871 FL FL FL 24 S0/S0 5 502 1631.93 Salary	1 REGULAR			163193		326386	C1 CHECKING 1	120257	240514	FEDERAL	24657	49514	120257
	MP MEDSA12			-2300		-4600				OASDI	9729	19458	DIRDEP
	TR S132 TRA			-3975	8667	-7950				MEDICARE	2275	4550	
	WH OR WOR-M												
FREEMAN JR, JOHN R. 105 226-68-3686 FL FL FL 24 M3/M3 2 200 4348.07 Salary	1 REGULAR			434807	8667	869614	C1 CHECKING 1	316644	633288	FEDERAL	70862	141724	316644
	1P MED125			-10201		-20402				OASDI	26016	52032	DIRDEP
	MP MEDSA12			-5000		-10000				MEDICARE	6084	12168	
	WH OR WOR-M												
DONAWAY, HELEN R 113 178-44-1587 FL FL FL 24 S0/S0 5 501 1563.47 Salary	1 REGULAR			156347	8667	312694	C1 CHECKING 1	110825	221650	FEDERAL	25327	50654	113325
	MP MEDSA12			-2500		-5000	S1 SAVINGS 1	2500	5000	OASDI	9308	18416	DIRDEP
	TR S132 TRA			-3710		-7420				MEDICARE	2177	4354	
	WH OR WOR-M												
KOONCE, PETER J V 72 543-23-0451 OR OR OR 24 M1/M1 1 102 2132.00 Salary	1 REGULAR			213200		426400	C1 CHECKING 1	157428	314700	FEDERAL	23285	46570	157428
	MP MEDSA12			-1200		-2400	WB WBF		156	OASDI	13099	26198	DIRDEP
	TR S132 TRA			-725	8667	-1450				MEDICARE	3063	6126	
	WH OR WOR-M									OR STATE	14400	28800	
JAMES, TINA L. 146 228-92-0482 FL FL FL 24 M4/M0 5 504 20.9100 Hourly	1 REGULAR		9600	200736	18050	377426	C1 CHECKING 1	150813	283027	FEDERAL	12494	21381	150813
	1P MED125			-10201		-20402				OASDI	10964	20457	DIRDEP
	CP DEPSA12			-4025		-8050				MEDICARE	2564	4779	
	MP MEDSA12			-5700		-11400				OR STATE	15200	30400	
TR S132 TRA			-3975		-7950								
NEVERS, BRANDON L. 83 533-80-4017 OR OR OR 24 S0/S0 1 102 1974.50 Salary	1 REGULAR			197450	8667	394900	C1 CHECKING 1	131544	262932	FEDERAL	35601	71202	131544
	WH OR WOR-M						WB WBF		156	OASDI	12242	24484	DIRDEP
										MEDICARE	2863	5726	
										OR STATE	15200	30400	
KARACHEPONE, JOHN 93 631-10-3209 FL FL FL 24 M3/M3 4 402 2397.28 Salary	1 REGULAR			239728	8667	479456	C1 CHECKING 1	170963	341926	FEDERAL	18640	37280	170963
	1P MED125			-10201		-20402				OASDI	12729	25458	DIRDEP
	CP DEPSA12			-20833		-41666				MEDICARE	2977	5954	
	MP MEDSA12			-1000		-2000				OR STATE	15200	30400	
TR S132 TRA			-2385		-4770								

Certified True and Correct
Thomas
 2/4/02

**PAYROLL REGISTER - MULTI STATE
KITTILSON & ASSOCIATES INC - P299**

**CHECK DATE 01/31/2002
PERIOD BEGIN 01/16/2002 PERIOD END 01/31/2002**

**01/28/2002
PAGE 20**

EMPLOYEE NAME ID SSN STATE/FREQ STS LOCATION	EARNINGS DESCR	PAY RATE	CURRENT HOURS	CURRENT AMOUNT	HOURS	YTD AMOUNT	DEDUCTIONS DESCR	CURRENT AMOUNT	YTD AMOUNT	TAXES DESCR	CURRENT AMOUNT	YTD AMOUNT	NET PAY CHECK NO
YAKE, SUSAN L 135 544-21-0571 OR OR OR 24 S1/S1 1 102 1449.28 Salary	1 REGULAR TR S132 TRA WH OR WOR-M			144928 -2250	8667	289856 -4500	C1 CHECKING 1 WB WBF	104425	208694 156	FEDERAL OASDI MEDICARE OR STATE	17438 8846 2069 9906	34876 17692 4188 19800	104425 DIRDEP
RINGERT, JOHN F 20 519-98-2978 OR OR OR 24 S3/S3 2 200 3406.00 Salary	1 REGULAR MP MEDFSA12 TR S132 TRA WH OR WOR-M			340600 -1000 -1450	8667	681200 -2000 -2900	C1 CHECKING 1 WB WBF	223300	446444 156	FEDERAL OASDI MEDICARE OR STATE	64322 20965 4903 24600	128764 41950 9806 49200	223300 DIRDEP
DANAHER, ALAN R 60 343-40-0920 FL FL FL 24 M2/M2 5 502 3515.20 Salary	1 REGULAR MP MEDFSA12			351520 -2167	8667	703060 -4354	C1 CHECKING 1	267358	534716	FEDERAL OASDI MEDICARE	55259 21660 5066	110558 43320 10152	267358 DIRDEP
DALEIDEN, ANDREW J 122 612-14-3493 OR OR OR 24 S3/S3 1 102 1657.97 Salary	1 REGULAR MP MEDFSA12 WH OR WOR-M			165797 -6250	8667	331594 -12500	C1 CHECKING 1 WB WBF	122820	245434 156	FEDERAL OASDI MEDICARE OR STATE	15422 9892 2313 9100	30844 19784 4626 18200	122820 DIRDEP
MOORE, GREGORY A. 144 592-36-7614 FL FL FL 24 M0/M0 5 502 1851.20 Salary	1 REGULAR MP MEDFSA12 TR S132 TRA WH OR WOR-M			185120 -3200 -3975	8667	370240 -6400 -7950	C1 CHECKING 1	144171	288342	FEDERAL OASDI MEDICARE	20161 11053 2580	40322 22066 5160	144171 DIRDEP
EMPLOYEE TOTAL				177945 185120		355890 370240		144171	288342		33774	67548	
RODEGERDTS, LEE A 43 567-53-7232 OR OR OR 24 S2/S2 1 102 2562.73 Salary	1 REGULAR TR S132 TRA WH OR WOR-M			256273 -1150	8667	512546 -2300	C1 CHECKING 1 S1 SAVINGS 1 WB WBF	146271 25812	292409 51601 156	FEDERAL OASDI MEDICARE OR STATE	44423 15818 3699 19100	88846 31636 7598 38200	172083 DIRDEP
SINDEWALD, WILMA 128 602-20-3920 OR OR OR 24 M2/M2 2 200 17.2200 Hourly	1 REGULAR		8500	146370	15600	268652	C1 CHECKING 1 S1 SAVINGS 1 WB WBF	30000 84546 153	60000 152269 281	FEDERAL OASDI MEDICARE OR STATE	11674 9075 2122 8800	19732 16653 3895 15800	114546 DIRDEP

Submitted: Patricia L. Thomas 2/4/02



Florida Department of Transportation

JEB BUSH
GOVERNOR

605 Suwannee Street
Tallahassee, Florida 32399-0450

THOMAS F. BARRY, JR.
SECRETARY

May 24, 2001

Mr. John D. Zegeer
KITTELSON & ASSOCIATES, INC.
2200 W. Commercial Boulevard
Suite 304
Fort Lauderdale, Florida 33309

Dear Mr. Zegeer:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

- Group 3 - Highway Design - Roadway
 - 3.1 - Minor Highway Design
- Group 6 - Traffic Engineering and Operations Studies
 - 6.1 - Traffic Engineering Studies
 - 6.2 - Traffic Signal Timing
 - 6.3 - Traffic Control Systems Analysis, Design and Implementation
 - I. Traffic Systems Analysis and Design
 - II. Traffic Engineering Systems Implementation
 - III. Traffic Engineering Systems Communications
 - IV. Traffic Engineering Systems Software Development
- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
 - 7.3 - Signalization

- Group 13 - Planning
 - 13.3 - Policy Planning
 - 13.4 - Systems Planning
 - 13.5 - Corridor Planning
 - 13.6 - Land Planning/Engineering

Your Administrative Notice of Qualification shall be valid until May 31, 2002 at such time as your December 31, 2001 overhead audit will be due to comply with the Department's 150 day requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

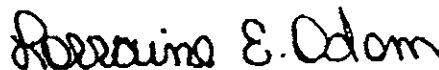
On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable provisional rates for qualification purposes.

	<u>Home/Branch Office</u>	<u>Facilities Capital Cost of Money</u>
Overhead Rate	198.87%*	1.156%

*Maximum allowed per FDOT is 166%

Should you have any questions, please feel free to contact me at 850/414-4485

Sincerely,



Lorraine E. Odom
Professional Services
Qualification Administrator

LEO:ls

FTE FEE PROPOSAL

**Lee County
Lee County Signal Retiming Contract
and Transportation Planning
Cost Estimate for Data Collection**

Task	Unit Cost	Number	Total Cost
Travel Time and Delay			
Before	\$630.00	12	\$7,560.00
After	\$630.00	12	\$7,560.00
TMCs	\$540.00	104	\$56,160.00
7-Day Count	\$158.00	119	\$18,802.00

Total \$90,082.00

Post-it® Fax Note	7671	Date	# of pages 1
To	JACK FREEMAN	From	CHARLES SCOW
Co./Dept.		Co.	
Phone #		Phone #	
Fax #	407-540-0500	Fax #	



Rates & Reservations

PROGRAMS & SERVICES

WORLDWIDE LOCATIONS

VEHICLE GUIDE

POLICIES & PROCEDURES

SPECIAL OFFERS

PARTNERSHIPS

ABOUT HERTZ

TRAVEL AGENTS

HERTZ HOME

Based on your rental criteria, here is the best rate currently available. If you wish to confirm this reservation, please scroll below and click to reserve.

Rate Criteria:

Renting Location: **FT.MYERS S.W. REG. AP**
 Pickup Date: **02/25/2002**
 Return Location: **FT.MYERS S.W. REG. AP**
 Return Date: **03/01/2002**
 Vehicle Type: **COMPACT CAR AUTOMATIC AIR FORD ESCORT OR SIMILAR**

Review Terms and Conditions

The total rate for your SHOP ALL RATES was calculated based on the following:

Rate Quote:

RATE (RQ) CODE: MCLD
 RATE IN US DOLLARS - USD
 GUARANTEED
 BASE AMOUNT:
 DAILY: 4 AT 50.99 USD
 UNLIMITED FREE MI
 (MI = MILES KM = KILOMETERS)

Additional Charges: (included in the "Approximate Rental Charges")

PER RENTAL

TAX:	6.00 %
AIRPORT CONCESSION FEE RECOVERY:	11.10 %
VEHICLE LICENSE FEE RECOVERY:	1.28 USD
RENTAL SURCHARGE:	8.12 USD
APPROXIMATE RENTAL CHARGE:	250.17 USD

UNLIMITED FREE MI

62.59/day

Approximate rental charges are based on available information at time of reservation. Additional fees or surcharges, may be applied at time of rental. For U.S. Frequent Flyer programs a Frequent Flyer Tax Recovery Surcharge may also apply.

Optional Items:

PER DAY

LIABILITY INSURANCE SUPPLEMENT:	10.99 USD
LOSS DAMAGE WAIVER:	20.99 USD
PERSONAL ACCIDENT INSURANCE /PERSONAL EFFECTS COVERAGE:	4.95 USD

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This year!



- > Check a Rate/Make a Reservation
- View/Modify/Cancel a Reservation
- Make/Modify/Cancel a Rapid Rental
- Worldwide Reservations Phone Numbers
- TTY/TDD Reservations

Rate Confirmation

Thank you for choosing Avis. The following information was calculated based on the information shown below that you provided to us. Changes in rental or return location, car type, dates of times may change this rate. This rate is for renters 25 years of age or older with a major credit card in their name.

For 2.00 USD more...

Your Rate for a 3 day 18 hour rental is: 203.96 USD

Car Information



Group B - Chevrolet Cavalier or similar
Compact
Car Group B



Additional Fees, Taxes and Information

Mileage: Free unlimited miles/kilometers.
 \$2.05 per day (Florida Surcharge & Waste Tire/Battery Fee) + \$0.40 per day (Vehicle License Fee) + 11.11% (Concession Recovery Fee)

Surcharges: 6.000 %

Tax: 6.000 %

Approximate Total: 250.61 USD

Please note: Approximate total includes base rental rate, tax and surcharges. Items such as optional coverages, child safety seats, gas, etc. are NOT included.

Optional Coverages

These coverages can only be purchased at the rental counter at the time of rental.

LDW - Loss damage Waiver	20.99 - USD per day	
PAI - Personal Accident Insurance	3.00 - USD per day	
PEP - Personal Effects Protection	1.95 - USD per day	
ALI - Additional Liability Insurance	10.95 - USD per day	42.85/day

Rate Rules:
Maximum 4 Day(s) .

Rental Pick Up and Return Information

Pick-up: Location: Southwest Florida Intl Apo - RSW
 Date: February 25, 2002
 Time: 10:00 PM

Return: Location: Southwest Florida Intl Apo - RSW
 Date: March 01, 2002
 Time: 4:00 PM

Personal Information

Handwritten: 460 miles
18 gal
1.10/gal
19.80 gas
Out-FTM

Handwritten: Local Gas \$ 8.00



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Depart From:

Select a Flight



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Flight: Mon, Feb 25

Portland, OR (PDX) to Ft Myers, FL (RSW)

Option 1: 1 adult @ USD 583.50
plus USD 10.00 per ticket

Ticket(s): USD 583.50
 Service Charge: USD 10.00
TOTAL: USD 593.50

Modify Your Search

Departure Date:

Feb 25

Departure Time:

9:00am

Return Date:

Mar 1

Return Time:

5:00pm

Preferred Time

Range:

within 2 hrs

Maximum Preferred

Connections:

1

Check for Other Times at this Price.



USD 10 Fee Per Ticket

Flight: Northwest Airlines flight 372 on a Boeing 757 Jet - non-stop

Depart: Portland, OR (PDX) - Mon, Feb 25 at 7:00am

Arrive: Minneapolis/St Paul, MN (MSP) - Mon, Feb 25 at 12:18pm

<< connecting to >>



Flight: Northwest Airlines flight 644 on a Boeing 757 Jet - non-stop

Depart: Minneapolis/St Paul, MN (MSP) - Mon, Feb 25 at 1:20pm

Arrive: Ft Myers, FL (RSW) - Mon, Feb 25 at 5:36pm



Flight: Northwest Airlines flight 645 on an Airbus Industrie Jet - non-stop

Depart: Ft Myers, FL (RSW) - Fri, Mar 01 at 5:05pm

Arrive: Minneapolis/St Paul, MN (MSP) - Fri, Mar 01 at 7:47pm

<< connecting to >>



Flight: Northwest Airlines flight 377 on a Boeing 757 Jet - non-stop

Depart: Minneapolis/St Paul, MN (MSP) - Fri, Mar 01 at 9:16pm

Arrive: Portland, OR (PDX) - Fri, Mar 01 at 10:58pm

Option 2: 1 adult @ USD 586.50
plus USD 10.00 per ticket

Ticket(s): USD 586.50
 Service Charge: USD 10.00
TOTAL: USD 596.50

Check for Other Times at this Price.



USD 10 Fee Per Ticket

Flight: Northwest Airlines flight 6385 operated by Continental Airlines on a Boeing 737-700 Jet - non-stop

Depart: Portland, OR (PDX) - Mon, Feb 25 at 7:30am

Arrive: Newark, NJ (EWR) - Mon, Feb 25 at 3:37pm

<< connecting to >>



Flight: Northwest Airlines flight 6120 operated by Continental Airlines on a Boeing 737-900 Jet - non-stop

Depart: Newark, NJ (EWR) - Mon, Feb 25 at 7:00pm

Arrive: Ft Myers, FL (RSW) - Mon, Feb 25 at 10:10pm



Flight: Northwest Airlines flight 645 on an Airbus Industrie Jet - non-stop

Depart: Ft Myers, FL (RSW) - Fri, Mar 01 at 5:05pm

Arrive: Minneapolis/St Paul, MN (MSP) - Fri, Mar 01 at 7:47pm

<< connecting to >>



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Reservations

Trip Planner : [step 1](#) : [step 2](#) : [step 3](#) : [step 4](#)

Priced Itineraries

To select the itinerary that best matches your travel plans, click in the Select Itinerary column next to your itinerary choice and then click **CONTINUE**.

Portland, OR to Fort Myers, FL on Monday, 25 Feb 2002
Fort Myers, FL to Portland, OR on Friday, 01 Mar 2002

Itinerary 1

Price per passenger: **\$600.50 (USD)**

Select Itinerary	Carrier Flight #	Cabin & Class	Departs			Arrives			Stops	View Seats
			From	Date	Time	To	Date	Time		
<input type="radio"/>	Delta 1676	Coach (Q)	PDX	25 Feb 2002	8:35am	ATL	25 Feb 2002	3:58pm	0	
	Delta 943	Coach (Q)	ATL	25 Feb 2002	5:50pm	RSW	25 Feb 2002	7:26pm	0	
<input type="radio"/>	Delta 1206	Coach (Q)	RSW	01 Mar 2002	2:25pm	ATL	01 Mar 2002	4:15pm	0	
	Delta 1773	Coach (Q)	ATL	01 Mar 2002	7:05pm	PDX	01 Mar 2002	9:17pm	0	

Note: The following fare rules apply to this itinerary - [Rule 1](#)

Itinerary 2

Price per passenger: **\$602.00 (USD)**

Select Itinerary	Carrier Flight #	Cabin & Class	Departs			Arrives			Stops	View Seats
			From	Date	Time	To	Date	Time		
<input type="radio"/>	Delta 596	Coach (Q)	PDX	25 Feb 2002	6:20am	DFW	25 Feb 2002	11:50am	0	
	Delta 1066	Coach (Q)	DFW	25 Feb 2002	1:05pm	ATL	25 Feb 2002	4:21pm	0	
	Delta 943	Coach (Q)	ATL	25 Feb 2002	5:50pm	RSW	25 Feb 2002	7:26pm	0	
<input type="radio"/>	Delta 1206	Coach (Q)	RSW	01 Mar 2002	2:25pm	ATL	01 Mar 2002	4:15pm	0	
	Delta 1773	Coach (Q)	ATL	01 Mar 2002	7:05pm	PDX	01 Mar 2002	9:17pm	0	

Note: The following fare rules apply to this itinerary - [Rule 1](#)

Itinerary 3

Price per passenger: **\$602.00 (USD)**

Select Itinerary	Carrier Flight #	Cabin & Class	Departs			Arrives			Stops	View Seats
			From	Date	Time	To	Date	Time		
<input type="radio"/>	Delta 596	Coach (Q)	PDX	25 Feb 2002	6:20am	DFW	25 Feb 2002	11:50am	0	
	Delta 390	Coach (Q)	DFW	25 Feb 2002	2:35pm	ATL	25 Feb 2002	5:44pm	0	
	Delta 2293	Coach (Q)	ATL	25 Feb 2002	8:30pm	RSW	25 Feb 2002	10:03pm	0	





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Need a minivan for a miniprice?



Select a Room



BW AIRPORT INN

8955 DANIELS PARKWAY • Ft Myers FL 33912



[Map this hotel](#)

MON, Feb 25 - FRI, Mar 01 (4 Nights)

Modify Your Search

Check-in Date:

Feb 25

Check-out Date:

Mar 1

[Search Now](#)

Option 1: STANDARD 1-2 PERSON



Room Type: STANDARD 1-2 PERSON

Rate Type: GoodBuy Rate

Rate: **USD 119.95**



Policies
Prepay
Required

Option 2: TRIPLE OCCUPANCY



Room Type: TRIPLE OCCUPANCY

Rate Type: GoodBuy Rate

Rate: **USD 129.95**



Policies
Prepay
Required

Option 3: QUAD OCCUPANCY



Room Type: QUAD OCCUPANCY

Rate Type: GoodBuy Rate

Rate: **USD 139.95**



Policies
Prepay
Required

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** Note: Roll away bed and crib are requested items. We cannot guarantee that they will be available when you arrive.

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Depart From:



Select a Room



WYNSTAR INN AND SUITES
 10150 DANIELS PARKWAY • Fort Myers FL 33913
[Map this hotel](#)

MON, Feb 25 - FRI, Mar 01 (4 Nights)

Modify Your Search

Check-in Date:

Check-out Date:

Option 1: Single Occupancy **Rate: USD 119.00***

Room Type: STANDARD GST ROOM WITH 1 QUEEN BED., INCLUDES DESK CHAIRS TABLE 25. TV [Policies](#)
 Rate Type: CORPORATE RATE STD 1 QUN-1
 Extras: Roll away bed** Crib**

Option 2: Single Occupancy **Rate: USD 119.00***

Room Type: Room description unavailable [Policies](#)
 Rate Type: CORPORATE RATE RUN OF HOUSE
 Extras: Roll away bed** Crib**

Option 3: Single Occupancy **Rate: USD 135.00***

Room Type: STANDARD GST ROOM WITH 2 QUEEN BEDS., INCLUDES DESK CHAIRS TABLE 25. TV [Policies](#)
 Rate Type: CORPORATE RATE STD 2 QUN-1
 Extras: Roll away bed** Crib**

Option 4: Single Occupancy **Rate: USD 179.00***

Room Type: DELUXE STE WITH 2 QUEEN BEDS AND A SLEEPER, SOFA. INCLUDES 2 TV KITCHEN CEILING FAN [Policies](#)
 Rate Type: CORPORATE RATE STE 2B QUN-1
 Extras: Roll away bed** Crib**

Option 5: Single Occupancy **Rate: USD 135.00***

Room Type: DELUXE JR SUITE WITH 1 KING BED SOME, ROOMS COME WITH A SOFA SLEEPER. [Policies](#)
 Rate Type: CORPORATE RATE JRS 1 KNG-1
 Extras: Roll away bed** Crib**

Option 6: Single Occupancy **Rate: USD 129.00***

[Book Now](#) Room Type: STANDARD GST ROOM WITH 1 QUEEN BED., INCLUDES DESK [Policies](#)
 CHAIRS TABLE 25. TV
[Book Later](#) Rate Type: RACK RATE STD 1 QUN-1
 Extras: Roll away bed** Crib**

Option 7: Single Occupancy Rate: USD 129.00*

[Book Now](#) Room Type: Room description unavailable [Policies](#)
[Book Later](#) Rate Type: RACK RATE RUN OF HOUSE
 Extras: Roll away bed** Crib**

Option 8: Single Occupancy Rate: USD 149.00*

[Book Now](#) Room Type: STANDARD GST ROOM WITH 2 QUEEN BEDS., INCLUDES [Policies](#)
 DESK CHAIRS TABLE 25. TV
[Book Later](#) Rate Type: RACK RATE STD 2 QUN-1
 Extras: Roll away bed** Crib**

Option 9: Single Occupancy Rate: USD 189.00*

[Book Now](#) Room Type: DELUXE STE WITH 2 QUEEN BEDS AND A SLEEPER, SOFA. [Policies](#)
 INCLUDES 2 TV KITCHEN CEILING FAN
[Book Later](#) Rate Type: RACK RATE STE 2B QUN-1
 Extras: Roll away bed** Crib**

Option 10: Single Occupancy Rate: USD 149.00*

[Book Now](#) Room Type: DELUXE JR SUITE WITH 1 KING BED SOME, ROOMS COME [Policies](#)
 WITH A SOFA SLEEPER.
[Book Later](#) Rate Type: RACK RATE JRS 1 KNG-1
 Extras: Roll away bed** Crib**

Option 11: Single Occupancy Rate: USD 119.00*

[Book Now](#) Room Type: Room description unavailable [Policies](#)
[Book Later](#) Rate Type: AAA RATE STD 1 QUN-1
 Extras: Roll away bed** Crib**

Option 12: Single Occupancy Rate: USD 119.00*

[Book Now](#) Room Type: Room description unavailable [Policies](#)
[Book Later](#) Rate Type: AAA RATE RUN OF HOUSE
 Extras: Roll away bed** Crib**

Option 13: Single Occupancy Rate: USD 135.00*

[Book Now](#) Room Type: Room description unavailable [Policies](#)
[Book Later](#) Rate Type: AAA RATE STD 2 QUN-1
 Extras: Roll away bed** Crib**

Option 14: Single Occupancy Rate: USD 179.00*

[Book Now](#) Room Type: Room description unavailable [Policies](#)
[Book Later](#) Rate Type: AAA RATE STE 2B QUN-1
 Extras: Roll away bed** Crib**

Option 15: Single Occupancy Rate: USD 135.00*

[Book Now](#) Room Type: Room description unavailable [Policies](#)
[Book Later](#) Rate Type: AAA RATE JRS 1 KNG-1
 Extras: Roll away bed** Crib**

Option 16: Single Occupancy

Rate: USD 119.00*

[Book Now](#) Room Type: Room description unavailable [Policies](#)
[Book Later](#) Rate Type: AARP SR.CITIZEN STD 1 QUN-1
 Extras: Roll away bed** Crib**

Option 17: Single Occupancy

Rate: USD 119.00*

[Book Now](#) Room Type: Room description unavailable [Policies](#)
[Book Later](#) Rate Type: AARP SR.CITIZEN RUN OF HOUSE
 Extras: Roll away bed** Crib**

Option 18: Single Occupancy

Rate: USD 135.00*

[Book Now](#) Room Type: Room description unavailable [Policies](#)
[Book Later](#) Rate Type: AARP SR.CITIZEN STD 2 QUN-1
 Extras: Roll away bed** Crib**

Option 19: Single Occupancy

Rate: USD 179.00*

[Book Now](#) Room Type: Room description unavailable [Policies](#)
[Book Later](#) Rate Type: AARP SR.CITIZEN STE 2B QUN-1
 Extras: Roll away bed** Crib**

Option 20: Single Occupancy

Rate: USD 135.00*

[Book Now](#) Room Type: Room description unavailable [Policies](#)
[Book Later](#) Rate Type: AARP SR.CITIZEN JRS 1 KNG-1
 Extras: Roll away bed** Crib**

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Select a Room



HX FT MYERS AIRPORT FL
9241 MARKET PLACE ROAD • Fort Myers FL 33192
[Map this hotel](#)

MON, Feb 25 - FRI, Mar 01 (4 Nights)

Modify Your Search

Check-in Date:

Feb 25

Check-out Date:

Mar 1

[Search Now](#)

Option 1: Single Occupancy

Rate: USD 159.00*

[Book Now](#)

Room Type: NON SMOKING KING STUDY, ONE KING-SIZE BED, SLEEPER SOFA AND DESK [Policies](#)

[Book Later](#)

Rate Type: BEST AVAILABLE RATE

Extras: Roll away bed** Crib**

Option 2: Single Occupancy

Rate: USD 149.00*

[Book Now](#)

Room Type: NON SMOKING KING STANDARD, ONE KING BED, EASY CHAIR AND DESK. [Policies](#)

[Book Later](#)

Rate Type: BEST AVAILABLE RATE

Extras: Roll away bed** Crib**

Option 3: Single Occupancy

Rate: USD 129.00*

[Book Now](#)

Room Type: NON SMOKING ROOM WITH 2 DOUBLE BEDS, NO ADDL COST FOR 3RD OR 4TH GUEST IN ROOM. [Policies](#)

[Book Later](#)

Rate Type: BEST AVAILABLE RATE

Extras: Roll away bed** Crib**

Option 4: Single Occupancy

Rate: USD 159.00*

[Book Now](#)

Room Type: NON SMOKING KING STUDY, ONE KING-SIZE BED, SLEEPER SOFA AND DESK [Policies](#)

[Book Later](#)

Rate Type: FED GOVT RATE. ONE RM PER FED

Extras: Roll away bed** Crib**

Option 5: Single Occupancy

Rate: USD 149.00*

[Book Now](#)

Room Type: NON SMOKING KING STANDARD, ONE KING BED, EASY CHAIR AND DESK. [Policies](#)

[Book Later](#)

Rate Type: FED GOVT RATE. ONE RM PER FED

Extras: Roll away bed** Crib**

Option 6: Single Occupancy

Rate: USD 129.00*

[Book Now](#) Room Type: **NON SMOKING ROOM WITH 2 DOUBLE BEDS, NO ADDL COST FOR 3RD OR 4TH GUEST IN ROOM.** [Policies](#)
[Book Later](#) Rate Type: **FED GOVT RATE. ONE RM PER FED**
 Extras: Roll away bed** Crib**

Option 7: Single Occupancy **Rate: USD 159.00***

[Book Now](#) Room Type: **NON SMOKING KING STUDY, ONE KING-SIZE BED, SLEEPER SOFA AND DESK** [Policies](#)
[Book Later](#) Rate Type: **AMERICAN AUTO ASSOC**
 Extras: Roll away bed** Crib**

Option 8: Single Occupancy **Rate: USD 149.00***

[Book Now](#) Room Type: **NON SMOKING KING STANDARD, ONE KING BED, EASY CHAIR AND DESK.** [Policies](#)
[Book Later](#) Rate Type: **AMERICAN AUTO ASSOC**
 Extras: Roll away bed** Crib**

Option 9: Single Occupancy **Rate: USD 129.00***

[Book Now](#) Room Type: **NON SMOKING ROOM WITH 2 DOUBLE BEDS, NO ADDL COST FOR 3RD OR 4TH GUEST IN ROOM.** [Policies](#)
[Book Later](#) Rate Type: **AMERICAN AUTO ASSOC**
 Extras: Roll away bed** Crib**

Option 10: Single Occupancy **Rate: USD 143.10***

[Book Now](#) Room Type: **NON SMOKING KING STUDY, ONE KING-SIZE BED, SLEEPER SOFA AND DESK** [Policies](#)
[Book Later](#) Rate Type: **AARP**
 Extras: Roll away bed** Crib**

Option 11: Single Occupancy **Rate: USD 134.10***

[Book Now](#) Room Type: **NON SMOKING KING STANDARD, ONE KING BED, EASY CHAIR AND DESK.** [Policies](#)
[Book Later](#) Rate Type: **AARP**
 Extras: Roll away bed** Crib**

Option 12: Single Occupancy **Rate: USD 116.10***

[Book Now](#) Room Type: **NON SMOKING ROOM WITH 2 DOUBLE BEDS, NO ADDL COST FOR 3RD OR 4TH GUEST IN ROOM.** [Policies](#)
[Book Later](#) Rate Type: **AARP**
 Extras: Roll away bed** Crib**


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Destination 33912
U.S.A.

Packaging FedEx Express Envelope
Weight .5 lbs

FedEx Express

Available FedEx Express Services

	Dropoff Rate	Other Charges	Total Rate
FedEx Priority Overnight® 10:30am delivery to most U.S.cities	13.10	0.00	13.10
FedEx Standard Overnight® 3:00pm delivery to most U.S.cities	11.25	0.00	11.25
FedEx 2-Day® 4:30pm delivery in 2 business days to most U.S.cities	8.00	0.00	8.00
FedEx Express Saver® 4:30pm delivery in 3 business days to most U.S.cities	7.70	0.00	7.70
FedEx First Overnight® 8:00am or 8:30am delivery the next business day to major U.S. markets	38.10	0.00	38.10

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Reprographics & Supply

3808 N. Armenia Avenue - Tampa, FL 33607 - (813)350-8372 - Fax: (813)350-0583

Date: February 4, 2002

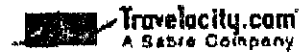
To: **Jerry Dabkowski**
 Company: Orth-Rodgers & Associates, Inc.
 Project: Lee County Signal Retiming
 Fax: 813-287-0015

From: Shawn Pennington
 Phone: (813) 350-9372
 Fax: (813) 350-0583

Price Quotation

# of Originals	# of Sets	Description	Length (inches)	Width (inches)	SF Each	SF Price	Price Each	Totals
1	1	B/W Copy	11	8	1	0.08	\$ 0.08	\$ 0.08
1	1	B/W Copy	17	11	1	0.15	\$ 0.15	\$ 0.15
1	1	Color Copy	11	8	1	0.75	\$ 0.75	\$ 0.75
1	1	Color Copy	17	11	1	1.25	\$ 1.25	\$ 1.25
1	1	Mount Furnished 36" x 42" on 3/16" Black Foamcore	36	42	11	4.30	\$ 47.30	\$ 47.30
1	1	Satin Laminate	36	42	11	2.86	\$ 31.46	\$ 31.46
							Sub-Total	\$ 80.99
							Sales Tax	\$ 5.67
							Total	\$ 86.66

US: 800.828.7273



Select a Room



BW AIRPORT INN
8955 DANIELS PARKWAY • Ft Myers FL 33912
[Map this hotel](#)

MON, Feb 25 - FRI, Mar 01 (4 Nights)

Modify Your Search

Check-in Date:
Feb 25

Check-out Date:
Mar 1

[Search Now](#)

Option 1: STANDARD 1-2 PERSON
[Book Now](#) Room Type: STANDARD 1-2 PERSON
Rate Type: GoodBuy Rate

Rate: USD 119.95
GOOD BUY
Policies
Prepay
Required

Option 2: TRIPLE OCCUPANCY
[Book Now](#) Room Type: TRIPLE OCCUPANCY
Rate Type: GoodBuy Rate

Rate: USD 129.95
GOOD BUY
Policies
Prepay
Required

Option 3: QUAD OCCUPANCY
[Book Now](#) Room Type: QUAD OCCUPANCY
Rate Type: GoodBuy Rate

Rate: USD 139.95
GOOD BUY
Policies
Prepay
Required

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