

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

Blue Sheet No. 20020880

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Award Professional Services Agreement for CN-02-13 CR 951 PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY, to (DRMP) Dyer, Riddle, Mills and Precourt Inc., for a total contract amount of \$2,453,494.30

**WHY ACTION IS NECESSARY:** Pursuant to the Lee County Contract Manual, approved by the Board on September 25, 2001, the Board is required to approval all Professional Services Agreements over \$50,000.00.

**WHAT ACTION ACCOMPLISHES:** Consultant will provide environmental and engineering services required for a project Development and Environmental Study. The project limits of the CR 951 PD&E study will be from the existing intersection of CR 951 and Immokalee Road in Collier to Alico Road in Lee County, a distance of approximately 15 miles.

**2. DEPARTMENTAL CATEGORY:**

09 Transportation  
COMMISSION DISTRICT #:

*A9A*

**3. MEETING DATE:**

*08-20-2002*

**4. AGENDA:**

CONSENT  
 ADMINISTRATIVE  
 APPEALS  
 PUBLIC  
 WALK ON  
TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**  
(Specify)

STATUTE  
 ORDINANCE  
 ADMIN. CODE AC-4-4  
 OTHER

**6. REQUESTOR OF INFORMATION:**

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

**7. BACKGROUND:**

On April 16, 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) Dyer, Riddle, Mills & Precourt Inc.; (2) Post Buckley Schuh & Jernigan; and (3) CH2M Hill.

Contract Negotiations were successful with the number one ranked firm, (DRMP) Dyer, Riddle, Mills & Precourt Inc., and requires Board approval of the final Professional Services Agreements.

Funds will be available in account: 20407830700.506510

Attachments: 1. Two (2) Professional Services Agreements

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>7/30/02</i>	<i>[Signature]</i>	N/A	<i>BAD 1/30/02</i>	<i>Andrea</i> <i>[Signature]</i>	<i>[Signature]</i> <i>8-5-02</i>	<i>[Signature]</i> <i>8/6/02</i>	<i>[Signature]</i> <i>08/06/02</i>	<i>[Signature]</i> <i>8-5-02</i>	<i>[Signature]</i> <i>7.30.02</i>

**10. COMMISSION ACTION:**

APPROVED  
 DENIED  
 DEFERRED  
 OTHER

Rec. by CoAtty  
Date: *8/1/02*  
Time: *4:00pm*  
Forwarded To:  
*Budget*  
*8/2/02 7:00pm*

RECEIVED BY  
COUNTY ADMIN.  
*8-2 9:05*  
COUNTY ADMIN.  
FORWARDED TO:  
*9/1 12:10*

## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this day of \_\_\_\_\_, 2002, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and Dyer, Riddle, Mills and Precourt, Inc., hereinafter referred to as the "CONSULTANT".

### WITNESSETH

WHEREAS, the COUNTY desires to obtain the professional services of said CONSULTANT services of said CONSULTANT to provide and perform professional services as further described hereinafter concerning the Project to be referred to and identified as: CR 951 Project Development and Environment (PD&E) Study, and

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

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

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

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

### ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

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

## ARTICLE 2.00 - DEFINITIONS

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

### 2.01 COUNTY

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

### 2.02 CONSULTANT

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

### 2.03 PROFESSIONAL SERVICES

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

### 2.04 SUB-CONSULTANT

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

## 2.05 SUBCONTRACTOR

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

## 2.06 PROJECT

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

## 2.07 BASIC SERVICES

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

## 2.08 ADDITIONAL SERVICES

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

## 2.09 SUPPLEMENTAL AGREEMENT

The term SUPPLEMENTAL AGREEMENT shall refer to a written document executed by both parties to this Agreement setting forth and authorizing professional service tasks which were not set forth in and are supplemental to the Scope of Services contained in the initial Professional Services Agreement or other SUPPLEMENTAL AGREEMENTS issued thereto. The SUPPLEMENTAL AGREEMENT, which shall be executed on a Lee County standard form, shall set forth the authorized supplement(s) to the: Scope of the Professional Services tasks, work or materials to be performed or provided by the CONSULTANT; the compensation and method of payment; the schedule or time period for performance and completion; and the guidelines, criteria, or requirements pertaining thereto.

The amount of the change in contract compensation and time set forth in any and all Supplemental Agreements executed and issued under this Agreement shall be understood and agreed by both Parties to this Agreement to be fair, equitable, adequate and complete. The changed

## 2.09 SUPPLEMENTAL AGREEMENT (Continued)

compensation shall be understood and agreed to be the total of all costs associated with or impacted by the Supplemental Agreements including, but not limited to any and all direct costs, indirect costs and associated costs which may result from or be caused by the Supplemental Agreements, and shall be understood and agreed to include a fair, equitable and adequate adjustment to cover the CONSULTANT's general administrative and overhead costs and profit.

## 2.10 CHANGE ORDER

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

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

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

## 2.11 SUPPLEMENTAL TASK AUTHORIZATION

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

## 2.12 WORK ORDER

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

## 2.13 DEPARTMENT DIRECTOR

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

## 2.14 PROJECT MANAGER

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

## 2.15 LUMP SUM FEE(S)

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

## 2.16 NOT-TO-EXCEED FEE(S)

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

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

## 2.16 NOT-TO-EXCEED FEE(S) (Continued)

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,

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

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

3.06 LIABILITY

(1) CONSULTANT TO HOLD COUNTY HARMLESS

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

3.07 NOT TO DIVULGE CERTAIN INFORMATION

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

### 3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

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

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

### 3.09 RESPONSIBILITY FOR ESTIMATES

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

(1) 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.

(1) 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.

(C) CONSTRUCTION COST ESTIMATE. (Continued)

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.

(2) PAYMENT FOR SERVICES PERFORMED (Continued)

- (B) The COUNTY shall pay the CONSULTANT for services performed for tasks set forth in Exhibits "A" and "B" on the basis of an invoice statement covering CONSULTANT'S Work-in-Progress expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages are subject to the review and approval of the COUNTY. The decision of the COUNTY shall be final as to the Work-in-Progress percentages paid. Payment by the COUNTY for tasks on a Work-in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the COUNTY of any such service or Work-in-Progress. The CONSULTANT shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in Exhibit "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The COUNTY reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(3) PAYMENT SCHEDULE

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

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

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

## 5.05 PAYMENT WHEN SERVICES ARE SUSPENDED

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

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

In the event the services required pursuant to this Agreement are terminated, eliminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of SUPPLEMENTAL AGREEMENT(S), SUPPLEMENTAL TASK AUTHORIZATION(S) and/or CHANGE ORDER(S), other than receiving the compensation set forth in Sub-Articles 5.04 and 5.05, the CONSULTANT shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, canceled or decreased.

## ARTICLE 6.00 - TIME AND SCHEDULE OF PERFORMANCE

### 6.01 NOTICE TO PROCEED

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

### 6.02 TIME OF PERFORMANCE

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

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

### 6.03 CONSULTANT WORK SCHEDULE

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

### 6.04 FAILURE TO PERFORM IN A TIMELY MANNER

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

### ARTICLE 7.00 - SECURING AGREEMENT

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

### ARTICLE 8.00 - CONFLICT OF INTEREST

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

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

## **ARTICLE 8.00 - CONFLICT OF INTEREST (Continued)**

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

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

## **ARTICLE 9.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS**

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

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

## **ARTICLE 10.00 - APPLICABLE LAW**

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

## **ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION**

### **11.01 FOR PROJECTS WITH FUNDS APPROPRIATED FROM GENERAL LEE COUNTY REVENUES**

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

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

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

## **ARTICLE 12.00 - WAIVER OF BREACH**

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

## **ARTICLE 13.00 - INSURANCE**

### **13.01 INSURANCE COVERAGE TO BE OBTAINED**

- (1) The CONSULTANT shall obtain and maintain such insurance as will protect him from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the CONSULTANT, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

13.01 INSURANCE COVERAGE TO BE OBTAINED (Continued)

- (2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
- (3) The CONSULTANT, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-Consultants and/or SubContractors obtain, have, and maintain the insurance coverages required by law to be provided.
- (4) The CONSULTANT shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.
- (5) In the event that the CONSULTANT engages Sub-Consultants or SubContractors to assist the CONSULTANT in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under Article 13.03 to be provided by the CONSULTANT shall cover all of the services or work to be provided or performed by all of the Sub-Consultants or SubContractors engaged by the CONSULTANT. However, in the event the services or work of Sub-Consultants or SubContractors engaged by the CONSULTANT is not covered by the CONSULTANT'S INSURANCE POLICY(s), it shall be the responsibility of the CONSULTANT to ensure that all Sub-Consultants or SubContractors have fully complied with the COUNTY insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; or (4) Professional Liability as required and set forth in Agreement Article 13.00.

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

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

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

NONE



### 13.01 INSURANCE COVERAGE TO BE OBTAINED Continued

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

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

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

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

- (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.

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

- (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.

(2) COMMERCIAL GENERAL LIABILITY (Continued)

- (B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.
- (C) Such additional requirements as are set forth in Article 13.01 and 13.02 hereinabove.

(3) BUSINESS AUTOMOBILE LIABILITY

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

- (A) Minimum limits of \$100,000 per person and \$300,000 per accident for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.
- (B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.
- (C) Such additional requirements as are set forth in Articles 13.01 and 13.02 hereinabove.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

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

**ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT**

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

## **ARTICLE 15.00 - REPRESENTATION OF THE COUNTY**

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

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

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

## **ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS**

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

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

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

## **ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS** (Continued)

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:

**ARTICLE 19.00 - ENTIRE AGREEMENT** (Continued)

- (1) EXHIBIT "A" entitled "Scope of Professional Services" dated June 21, 2002.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated June 21, 2002.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated June 21, 2002.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)", dated June 21, 2002.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated June 21, 2002.
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated June 21, 2002.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

**ARTICLE 20.00 - NOTICES AND ADDRESS OF RECORD**

**20.01 NOTICES BY CONSULTANT TO COUNTY**

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

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

**20.02 NOTICES BY COUNTY TO CONSULTANT**

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

**20.02 NOTICES BY COUNTY TO CONSULTANT (Continued)**

Dyer, Riddle, Mills and Precourt, Inc. (DRMP, Inc.)  
(CONSULTANT'S Business Name)  
1505 East Colonial Drive  
(Street/P.O. Box)  
Orlando FL 32803  
(City) (State) (Zip Code)  
Telephone Number: (407) 896-0594  
Fax Number: (407) 896-4836  
ATTENTION: William T. Stone  
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.



## **ARTICLE 21.00 - TERMINATION** (Continued)

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

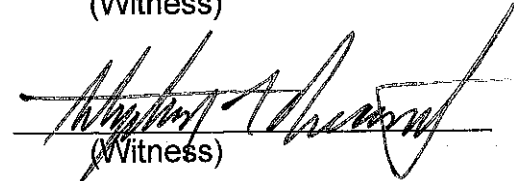
ATTEST:

Dyer, Riddle, Mills and Precourt, Inc.  
(CONSULTANT)



BY: Jon S. Meadows, P.E.  
(Authorized Signature)

\_\_\_\_\_  
(Witness)

  
(Witness)

Vice President  
(Title)

DATE: 7.10.02

CORPORATE SEAL:

EXHIBIT A

Date: June 21, 2002

SCOPE OF PROFESSIONAL SERVICES

For: County Road 951 Project Development and Environment Study  
(Enter Project Name from Page 1 of the Agreement)

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 the PROFESSIONAL SERVICES AGREEMENT or SERVICE PROVIDER AGREEMENT:

See Attachment No. 1 to Exhibit A

Section 2. TASKS

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

See Attachment No. 1 to Exhibit A

**ATTACHMENT NO. 1 TO EXHIBIT A**

**SCOPE OF SERVICES  
CONSULTING ENGINEERING SERVICES**

**CR 951 PD&E STUDY  
From Immokalee Road/CR 951 to Alico Road**

**COLLER AND LEE COUNTY**

**February 1, 2002  
Revised June 21, 2002**

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## **SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES CR 951 PD&E**

This Exhibit forms an integral part of the agreement between the Lee County Department of Transportation (hereinafter referred to as the COUNTY) and Dyer, Riddle, Mills & Precourt, Inc. (DRMP) (hereinafter referred to as the CONSULTANT) relative to the CR 951 PD&E.

### **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 Exhibit is to describe the Scope of Services and the responsibilities of the CONSULTANT and the COUNTY in connection with Project Development (Corridor Location, Preliminary Engineering, and Conceptual Design) and Environment Study necessary to comply with COUNTY procedures and to obtain FHWA approval of proposed transportation facility improvements.

#### **General Information**

The CONSULTANT shall perform those environmental and engineering services required for a Project Development and Environment Study. This includes consideration of all social, economic, and environmental effects, and mitigation as required by the COUNTY and using the Florida Department of Transportation (FDOT) Project Development and Environment (PD&E) Manual as a guide. In addition, the CONSULTANT will prepare the required environmental and engineering reports, and Conceptual Design Plans, and assist as necessary with the Public Hearing.

The anticipated Class of Action is an Environmental Impact Statement (EIS).

The project limits of the CR 951 PD&E study will be from the existing intersection of CR 951 and Immokalee Road in Collier to Alico Road in Lee County, a distance of approximately 15 miles.

It shall be the CONSULTANT's responsibility to utilize the very best engineering judgment, practices and principles possible during the prosecution of the work commissioned under this contract.

The CONSULTANT shall be aware that as a project is developed, certain minor modifications and/or improvements to the original recommendation may be required. The CONSULTANT is to incorporate these refinements into the conceptual design and will consider this effort to be an anticipated and integral part of the work.

The CONSULTANT shall demonstrate good project management practices while working on this project. This includes communication with the COUNTY and others as necessary, management of

time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file in accordance to COUNTY procedures.

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

The general objective of the study is to provide documented information necessary for the COUNTY to reach a decision on the type, design, and location of a transportation facility east of I-75 from the existing intersection of Immokalee Road and CR 951 in Collier County to Alico Road in Lee County. This facility shall be known as CR 951. The Project Development Process shall use as a guide the FDOT Project Development and Environment Manual, published July 1, 1988, and all subsequent revisions. Throughout this Scope of Services, this publication will be referred to as the PD&E Manual.

The PD&E Manual incorporates all of the requirements of the National Environmental Policy Act (NEPA); Federal law and Executive Orders; applicable Federal regulations included in the FHWA Federal-Aid Policy Guide; and applicable State laws and regulations including Chapter 339.155 of the Florida Statutes. The project documentation prepared by the CONSULTANT in accordance with the PD&E Manual shall therefore be in compliance with all applicable State and Federal laws, executive orders, and regulations.

The detailed information generated during the study will be analyzed, evaluated and comprehensively documented in a series of reports predicting impacts, and estimating costs associated with the improvement of the transportation facility. Preliminary location and design recommendations will include alignments, typical sections, right-of-way requirements, and estimated costs. The CONSULTANT will recommend the Preferred Alternative(s) based on this process. The CONSULTANT shall coordinate this study with the Florida Department of Transportation and investigate the possibility of Federal funding for this project and shall prepare a permit coordination package for distribution to all permitting and permit review agencies.

## **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 Index**

Task 1 - Preliminary Matters

Task 2 - Public & Agency Involvement

Task 3 - Environmental Data Collection, Analysis and Reports

Task 4 - Engineering Data Collection, Analysis and Reports

Task 5 - Federal Funds

- Task 6 - FHWA/FDOT Coordination
- Task 7 - Design/Right-of-Way Surveys
- Task 8 - Right-of-Way Mapping
- Task 9 - Geotechnical
- Task 10 - Non-Personnel Reimbursement Expenses and Costs
- Task 11 - Optional Services
- Task 12 - Study Requirements and Provisions for Work

## **Task 1 - Preliminary Matters**

### **A. Introductory Meeting**

Prior to beginning work and after the issuance of the written Notice to Proceed, the CONSULTANT shall meet with the COUNTY. The purpose of this introductory meeting is three-fold:

1. The COUNTY shall render all relevant information in its possession. This may include previous correspondence, traffic figures, planning information, existing right-of-way and utility information, plans, and previous inspection reports.
2. The COUNTY shall review with the CONSULTANT how the CONSULTANT will conduct the study process.
3. The COUNTY shall review with the CONSULTANT the financial administration of the contract, method of progress reporting and invoice preparation.
4. The COUNTY shall review the consensus building process with the CONSULTANT.

### **B. Initiate Advance Notification**

The CONSULTANT shall submit a draft notification letter to the COUNTY for their use. The COUNTY shall notify the FHWA, FDOT, SFWMD, EPA, USF&W, FF&WC, and USCOE of this study and their intent to employ the CONSULTANT to prepare the associated engineering and environmental studies.

### **C. Public Notice of Intent to Prepare an Environmental Impact Statement**

On behalf of the COUNTY, the CONSULTANT will prepare a Notice of Intent to prepare an Environmental Impact Statement for submission to the Federal Highway Administration and U.S. Army Corps of Engineers.

### **D. Introductory Agency Meeting**

A second notification in the form of an introductory meeting shall be held by the CONSULTANT with Federal, State, COUNTY, and local staff to introduce the CONSULTANT and inform them of the initiation of the study. The CONSULTANT shall prepare maps of the study area for orientation purposes and provide the COUNTY with a summary of the meeting. For the Kickoff Meeting, the CONSULTANT shall:

1. Notify state and local agencies and interested parties by letter, news releases, telephone, or any other appropriate means.
2. Prepare formal presentation - script, graphics, and other displays as appropriate.

3. Deliver the presentation using knowledgeable CONSULTANT staff members, including answering questions.
4. Meeting site preparation – set-up and take-down the audio/visual equipment.

The COUNTY shall:

1. Arrange for and obtain meeting site.
2. Invite the FDOT, FHWA and other interested federal agencies to this meeting.

#### **E. Kickoff Letter**

Within 30 days of the project initiation a Kickoff (Introductory) Letter will be mailed by the CONSULTANT to local officials to describe the study intent and schedule and provide contacts for further information.

### **Task 2 - Public & Agency Involvement**

Public Involvement is an important aspect of the Project Development Process. Public Involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project.

#### **A. Public Involvement Program**

The CONSULTANT shall prepare a written Public Involvement Plan at the outset, outlining each element of the Public Involvement Process. This is done according to an outline furnished by the COUNTY. It shall be updated and amended throughout the Project Development Process. The plan indicates the basic Public Involvement approach to be taken with the project. It also lists generally the contact persons, media officials and agencies and the means which will be used to involve them in the process such as the Consensus Building process described below.

#### **B. Consensus-Building Process**

The public involvement for this project will be a facilitated consensus-building effort. The effort will take as a point of departure the collaborative process feasibility assessment commissioned by the County (*An Assessment to Determine the Feasibility of a Collaborative Stakeholder Process to Address the Proposed Extension of County Road 951.*) The purpose of this effort will be to develop consensus during the PD&E study among those with an interest in decisions related to the extension of CR 951.

##### 1. Scope

In order to adequately address issues related to a possible extension of CR 951, the scope of consensus building discussion and activities will address the following:

What is the nature of the need for additional north-south transportation capacity in the area between south/central Lee County and northern Collier County?

How can that need best be met? (It should be assumed that the group will explore answers that involve alternative alignments of CR 951 as well as other measures or improvements that may address the need.)

What measures must be taken to address the environmental, community, and business impacts of the preferred solution?

Coordination, as necessary, with other bodies whose ongoing activities or mandates affect either issues or potential solutions relating to CR 951 (including, but not limited to, Collier County, SFWMD, FHWA, FDOT, USEPA, USF&W, FF&WC)

## 2. Composition

Design of the consensus building process will take as a point of departure *Appendix C* of the collaborative process feasibility assessment commissioned by Lee County. It is anticipated that a series of small group meetings will be conducted to involve the stakeholders previously identified in the consensus building stakeholders' assessment effort. These meetings would be held in conjunction with the PD&E Study process. A consensus building/PD&E process "course syllabus" will be developed at the outset and will be used as a guide in conducting these meetings for the consensus building process.

In addition to the general public the following groups/people will be invited to in the process.

- Environmental groups
- Citizen/civic groups
- Neighborhood groups
- Business groups
- Property owners
- Developers
- Local governments
- State and Federal agencies

## 3. Relationship to Other Aspects of the PD&E

The consensus building discussions will parallel and support each major phase of the PD&E process. In particular, consensus will be sought from the public at the following points in the process: characterization of the transportation need; identification of alternatives to be considered; identification of information needed to evaluate the alternatives; evaluation of alternatives; and selection of the preferred alternative. If the group cannot reach consensus, all practical alternatives will be documented.

#### 4. Meeting Schedule

The final meeting schedule for the consensus-building process will be established by the CONSULTANT with input from the public. For budgeting purposes, the schedule will be assumed to consist of twelve (12) full-day meetings over a period of thirty-six (36) months (the assumed schedule for the CR 951 PD&E Study).

#### 5. Consensus Building Process

Meetings will be facilitated. Early in its work, the CONSULTANT, with input from the public, will develop or refine process ground rules that clarify roles, set guidelines for discussions, and describe the group's process for drafting and agreeing upon recommendations. Design of the ground rules may take as a point of departure *Appendix B* of the collaborative process feasibility assessment commissioned by the County.

#### 6. Outcome

The outcome of the consensus building process shall consist of a report containing all recommendations, issues, and comments compiled during the process and shall be produced by the CONSULTANT and opportunity to comment given to the public prior to the reports' finalization. Upon completion the report shall be included in the Comments and Coordination report as an appendix.

The CONSULTANT shall provide support as necessary for the COUNTY to hold various additional public meetings, which may include:

- Four (4) public workshops in support of the consensus-building process
- Four (4) Unscheduled Small Group Meetings with Homeowners Associations, Civic Clubs, etc.
- Up to two (2) media informational meetings (prior elected official meetings)
- One (1) Alternatives Public Workshop
- Three (3) MPO Technical Advisory Committee Meetings (TAC)
- Three (3) MPO Citizens Advisory Committee Meetings (CAC)
- Three (3) MPO Meetings
- Six (6) Lee County Commission Meetings (three of these would be before the Management and Planning Committee)

#### C. Public Meetings/Workshops

##### 1. Public Workshops in Support of the Consensus Building Process

In addition to the Alternatives Workshop and Public Hearing described below, the CONSULTANT shall conduct four (4) additional public workshops in support of the consensus building process. These workshops would be designed to present the results of the process up to the time of the workshop and solicit input for consideration from a broader cross-section of the affected public.

These will be conducted as workshops to actively engage participation in discussion of the questions at hand.

## 2. Unscheduled Meetings and Presentations.

The CONSULTANT and his staff shall be available with no more than a five (5) workday notice to attend meetings or make presentations at the request of the COUNTY. Such meetings and presentations may be held at any hour between 8:00 a.m. and 12:00 midnight on any day of the week. The CONSULTANT will be available for up to four (4) unscheduled meetings and presentations. The CONSULTANT may be called upon to provide maps, press releases, advertisements, audiovisual displays and similar materials for such meetings.

## 3. Alternatives Public Workshop

The purpose of the Alternatives Public Workshop is to present to the public the results of the study to date and obtain comments on the viable design alternatives. It is possible that the citizens may suggest additional alternatives.

The workshop is to be advertised and conducted as an informational meeting and shall include a slide show and display graphics. The CONSULTANT will be required to actively participate in any portion of the presentation. The CONSULTANT shall attend the workshop and prepare all necessary displays, maps, scripts, etc. All presentations (script and graphics), media releases, legal display advertisements, and general (mass) property owner letters will be reviewed and approved by the COUNTY prior to distribution.

A black-and-white, quarter-page display advertisement announcing the meetings shall be prepared and submitted to the COUNTY for approval. The CONSULTANT shall publish the advertisement in the area newspaper with the largest daily circulation. Advertising costs are the responsibility of the CONSULTANT. Notification shall be made by the CONSULTANT to elected and appointed officials and other interested persons by letter on COUNTY stationery before the workshop. Mailing costs are the responsibility of the CONSULTANT. A letter on COUNTY letterhead stationery announcing the workshop shall be written and sent by the CONSULTANT ten (10) days before the workshop to all property owners whose property lies in whole or in part within 91.5 m (300 ft) of the centerline of any viable design alternative. Mailing costs are the responsibility of the CONSULTANT. News releases shall be prepared and submitted for publication by the CONSULTANT during the week of the workshop.

The workshop format shall be developed by the CONSULTANT and will be approved for review by the COUNTY. The CONSULTANT shall prepare displays or wall graphics for use during the workshop. These include typical sections, aerials, renderings, charts, and graphs, as needed. A video presentation script shall be written by the CONSULTANT and used in association with the graphics in the video presentation produced by the CONSULTANT. The script shall be professionally narrated. The CONSULTANT shall prepare a project brochure for distribution at the workshop.



Meeting equipment setup and take down shall be handled by CONSULTANT staff members familiar with audiovisual equipment and the facilities available at the workshop site. Briefing of the staff (who will be on hand during the workshop) shall be done just before the workshop to make sure the staff is up to date on the project and understands the study well enough to discuss it with the public and to answer questions. Conducting the workshop will take knowledgeable staff and shall require enough staff members to handle the crowd anticipated for the workshop. Although the workshop may be scheduled for a certain time period, staff shall be available for some time before and/or after those set hours in order to maintain public contact or for media interviews, etc.

The identification of issues brought up at the workshop is an integral part of the workshop debriefing process, which should be attended by all staff members taking part in the workshop process and talking with the public. Once issues have been identified from the workshop, their significance shall be determined. If the issues are determined to be valid enough for further consideration or if they have elements which may require further consideration they must be addressed. This task involves project documentation, letter writing, the preparation of a follow-up newsletter, or any other appropriate technique.

#### 4. Coordination Meetings with Local Officials

Meetings shall be held with the Lee County Commission subsequent to the Alternatives Public Workshop and again after the Public Hearing to apprise local officials of the project status, specific location and design concepts, and to receive their comments. It is specifically required that the Environmental Document show evidence of this coordination as well as coordination with the Metropolitan Planning Organization (MPO). Presentation materials for the TAC and CAC meetings shall include the Conceptual Design Plans, and for the MPO meetings, the Conceptual Design Plans, audio/visual presentation and display boards. Additional meetings with the Lee County Commission, the Management and Planning Committee and the MPO are anticipated.

#### **D. Public Hearing**

A formal Public Hearing, as required by Federal and State laws, shall be held in accordance with Part 1, Chapter 8-2.7 of the PD&E Manual. All of the tasks accomplished by the CONSULTANT shall be reviewed by the COUNTY.

The CONSULTANT shall attend the hearing and prepare all necessary displays, maps, handouts, scripts, etc. It is at this hearing that the public can formally offer comments concerning the project. The hearing is divided into sections:

- ! One hour period prior to the hearing when staff is available to answer questions
- ! Formal presentation
- ! Recess to answer any further questions
- ! Public testimony

Also, the CONSULTANT's staff shall be available after the hearing to answer questions. The hearing will be moderated by COUNTY staff unless otherwise directed. The COUNTY moderator

will give an introduction to the video presentation and moderate the various parts of the hearing to include answering any questions which may arise during public testimony.

Quarter-page legal display advertisements shall be published by the CONSULTANT in the area newspaper(s) having the largest daily circulation. These shall be prepared and published by the CONSULTANT, at least 21 days before the hearing and between 5 and 12 days before the hearing. Advertising costs are the responsibility of the CONSULTANT. Notification to elected and appointed officials (City, County, State and Federal) and other interested persons shall be prepared and mailed by the CONSULTANT. This process involves the identification of any affected, possibly affected, and interested parties early in the study process. This includes the identification (from County tax rolls) of all persons owning property within 91.5 m (300 ft) either side of the centerline of all viable design alternatives pursuant to the provisions of Florida Statute.

Engineering and environmental reports, a set of Conceptual Design Plans for the Preferred Alternative(s) and comments received prior to the hearing shall be put on display at least 21 days before the day of the hearing. They shall be prepared and delivered to the person or agency displaying them for the CONSULTANT.

The CONSULTANT shall prepare graphics to be used during the hearing. The display rolls (usually two complete sets) shall depict the Conceptual Design Plans for the Preferred Alternative(s) to be presented at the hearing. Among the items to be shown on display rolls are the existing and proposed right-of-way lines (existing lines green, proposed red), proposed roadways (yellow), typical sections, planning segments, and wetlands. Other display boards are to be prepared to show the project location, evaluation matrix and floodplain areas. The CONSULTANT shall prepare and reproduce a project brochure to be given to those attending the hearing. The brochure shall contain a summary of the project, typical sections, etc. and standard information that will be provided by the COUNTY.

A video presentation will be used. The video presentation script shall be written by the CONSULTANT and used in association with the graphics in the video presentation produced by the CONSULTANT. The script shall be professionally narrated. Hearing equipment setups and dismantling are the responsibility of the CONSULTANT.

The CONSULTANT shall attend the hearing with sufficient staff to explain Preferred Alternative(s) and associated impacts. Identifying the issues raised at the hearing involves debriefing the staff who participated in the hearing.

The CONSULTANT shall obtain, and pay for a court reporter and for the Public Hearing Transcript. Preparing the Public Hearing Transcript includes collecting and copying letters received after the hearing but before the hearing cutoff point and collecting and copying affidavits of publication of the legal display advertisements, preparing the hearing certification and copying the entire transcript package. The CONSULTANT shall prepare responses to all comments received during the hearing and before the hearing cutoff date as long as they are not duplicates. These responses will be submitted to the COUNTY for approval and mailing.

## **E. Public Involvement Data**

The CONSULTANT will be responsible for the collection of Public Involvement data and the preparation of the Mailing List early in the PD&E Study. The Mailing list will include:

- ! Any affected or possibly affected parties
- ! Elected and appointed officials in the area (City, County, State) and community leaders
- ! Possible permit and review agencies
- ! Media in the project area (to be used for news releases, advertisements or any concerns)
- ! Any person or institution expressing an interest in the project

The collection of public input occurs throughout the life of the project and requires maintaining of files, newspaper clippings, letters, and especially direct contacts before, during and after any of the public meetings. In addition to collecting public input data, the CONSULTANT shall assist the COUNTY in preparing responses to any public inquiries as a result of the Public Involvement Process.

## **F. Special Public Involvement Requirements**

### **1. Identify and Inspect Public Meeting Sites**

Prospective sites for any meetings to be held shall be inspected for suitability. Consideration shall be given to location, seating capacity, sound system, lighting, display space and any other physical characteristics which would influence the viability of this site, including compatibility with the terms of the Americans with Disabilities Act of 1990. The CONSULTANT shall make all arrangements for use of the meeting facility for the Public Workshop and Public Hearing including payment of any rental fees, if applicable.

### **2. Correspondence**

Within three (3) days of the receipt or mailing of all written correspondence between the CONSULTANT and any party pertaining specifically to this study, copies shall be provided to the COUNTY for their records.

### **3. Newsletters and Flyers**

The CONSULTANT shall prepare quarterly newsletters during the study, which would be published in conjunction with key milestone events such as prior to the Public Workshop, the Public Hearing and at the study's completion. The newsletters shall be mailed by the CONSULTANT to elected officials, property owners, businesses and interested persons included on a mailing list compiled by the CONSULTANT. COUNTY review prior to mailing is required.

The CONSULTANT shall prepare one (1) page flyers bi-monthly throughout the study process. The flyers shall be double sided and available for distribution to interested members of the public. The flyers shall contain information on study status, schedule, planned meetings and other items of interest.

#### 4. Web Site

The CONSULTANT shall develop a web page with six (6) components:

- ! A facts section
- ! A subscription section
- ! A project schedule
- ! A current status section
- ! A public involvement opportunities section
- ! A project team contacts and comments section

The web page shall be developed in month 1 and updated 12 times during the study period. It shall contain the updated date on the page, as well as the date of the next update.

#### 5. Comments and Coordination Report

The Comments and Coordination Report shall contain, at a minimum, documentation of the public participation accomplished throughout study period. This report should summarize and respond to the comments received from the Public Involvement, Advance Notification, coordination with local officials and agencies, public meetings, etc. The Comments and Coordination Report shall be submitted with the final Preliminary Engineering Report.

### **Task 3 - Environmental Data Collection, Analysis and Reports**

The CONSULTANT shall perform the services outlined in this section necessary to assess the environmental consequences or impacts of design alternatives that are being considered to satisfy the project's need. This effort consists of collecting essential data, analyzing and comparing viable design alternatives, and documenting environmental impacts and recommendations coincidentally with the engineering data collection and analyses. The CONSULTANT shall coordinate and perform the appropriate level of environmental analysis for this project as outlined in the PD&E Manual and the following sections. Prior to performing any data collection activities outside of the existing right-of-way, verbal contact shall be made with all affected property owners, including government entities. This contact shall consist of either an in person visit or telephone call.

#### **A. Environmental Data Collection**

Upon Notice to Proceed, the CONSULTANT shall begin preliminary assessments of the study corridor from an environmental standpoint. The data gathering consists of collecting various information and materials needed for the environmental analysis. The information should include all data necessary to perform adequate evaluation of the social, natural and physical impacts in

determining the location and design of a transportation facility. This activity consists of collecting and recording various and current photographic, cartographic, technical report, planning, and observational data relative to the natural, man made, cultural, socioeconomic, physical, political and aesthetic features influencing the development of appropriate design alternative locations.

The CONSULTANT shall collect the data necessary to identify community facilities, Section 4(f) lands (parks, recreation areas, and wildlife refuges), bikeways, and managed conservation lands. The CONSULTANT is responsible for the collection of data regarding past and present land usage as well as future land use plans, proposed developments, current zoning, municipal comprehensive plans, and observed growth trends. Current residential, commercial, industrial, public, agricultural, and designated future land use for vacant parcels adjacent to the alignment are to be collected. It is also necessary to collect data on active development activity within the highway corridor, especially preliminary and filed plats which have the potential for dedication of highway right-of-way available.

The CONSULTANT shall further become familiar with the study area by making location visits to further ground truth mapped features and reveal unmapped features that potentially could impact or influence the selection of a Preferred Alternative(s). Observations of unmapped features would include:

- ! Pedestrian movement and critical linkages with commercial and institutional sites
- ! Bicycle usage/traffic
- ! Recreational site usage
- ! Visual/scenic resources
- ! Noise sensitive sites (noise monitoring)
- ! Unmapped wetlands

The CONSULTANT shall develop a CADD data base that includes all existing environmental features. This information is to be included on the Corridor Base Map(s). Utilizing this data, the CONSULTANT shall perform the environmental analysis necessary to compare the environmental impacts of the proposed project design alternatives. The environmental analysis will be performed concurrently with the engineering analysis and the development of design alternatives.

## **B. Analysis of Social Impacts**

### **1. Land Use Information**

The CONSULTANT is responsible for the following:

- ! Collect data regarding past and present land usage as well as future land use plans, proposed developments, current zoning, municipal comprehensive plans, and observed growth trends.
- ! Collect data required to prepare corridor analysis maps indicating current residential, commercial, industrial, public, agricultural, and designated future land use for vacant parcels adjacent to the alignment.

2. Cultural Features

The CONSULTANT shall collect the data necessary to identify the Community Facilities listed in Part 2, Chapter 9 of the PD&E Manual, and also to identify any Section 4 (f) lands, (parks, recreation areas, wildlife refuges), bikeways, managed conservation land, as further described in Part 2, Chapters 13 and 14 of the PD&E Manual.

The CONSULTANT shall develop a CADD data base that includes all existing cultural features. CADD data base information shall be compatible for use in aerial photography used for public hearing presentations, corridor maps, and alternative plans.

3. Social-Economic Impacts Analysis

The CONSULTANT shall perform an analysis of the social-economic impacts of all proposed design alternatives as described in Part 2, Chapters 9, 13 and 14 of the PD&E Manual. Upon Notice to Proceed, the CONSULTANT shall conduct an overview study of the study area and adjacent community to explore the socioeconomic issues, features, activities that are early and influential shaping factors in the development of this project's preferred typical section and viable design alternative(s). The analysis shall include a comparison of recreational use changes when evaluating water quality issues. The level of analysis should be appropriate for understanding the area's socioeconomic setting and as appropriate for an EIS. This effort will also address the FDOT's Community Impacts Assessment process.

4. Right-of-way Acquisition and Relocation Analysis

The CONSULTANT shall perform the analysis necessary to complete a Conceptual Stage Relocation Plan for the proposed design alternatives as described in Part 2, Chapter 11 of the PD&E Manual.

5. Archaeological and Historical Features Analysis

The CONSULTANT shall conduct a Cultural Resource Assessment Survey (CRAS) in compliance with the provisions contained in Chapter 267 of the Florida Statutes and in accordance with the FDOT PD&E Manual Part 2, Chapter 12. The purpose of this survey is to locate, identify and document any cultural resources, prehistoric or historic, associated with this project and to assess the significance of these resources in terms of eligibility for listing in the National Register of Historic Places (NRHP) according to criteria set forth in 36 CFR Section 60.4. The CRAS study area will include the preferred alignment and proposed stormwater retention/mitigation areas.

The CONSULTANT shall provide a final report with appropriate documentation detailing the results of the survey and the final assessments of resource significance. The report shall contain a Florida Site File (FSF) form on all identified cultural resources and a NRHP Determination of Eligibility (DOE) package on all resources determined to be potentially significant. In the case of historic resources, the DOE package shall include a NRHP Registration Form with accompanying documentation.

Project personnel shall meet the minimum criteria for archaeologists, historians, architectural historians and other professionals as set forth in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation and 48 CFR 44716.

6. Determination of Section 4(f) Involvement

The CONSULTANT shall determine if Section 4(f) resources are present and prepare Determinations of Applicability (DOA's) for all properties affected by any proposed design alternatives, and if so, evaluate and document the impacts to the Section 4(f) property as described in Part 2, Chapter 13 of the PD&E Manual.

7. Visual and Aesthetic Impact Analysis

The CONSULTANT shall analyze the visual and aesthetic impacts of all proposed design alternatives as described in Part 2, Chapter 15 of the PD&E Manual. Additional description of this analysis is contained in Task 4-B-4-d.

8. Farmlands Impact Analysis

The CONSULTANT shall follow the Farmland Assessment Process and determine if a Farmland Evaluation is required by any proposed design alternatives, and if so, perform the Farmland Evaluation as described in Part 2, Chapter 28 of the PD&E Manual.

**C. Analysis of Natural Impacts**

1. Hydrologic and Natural Features

The CONSULTANT shall collect all the data necessary to perform an assessment of the impacts of the proposed alternatives in the following areas.

- ! Threatened and Endangered Species (Part 2, Chapter 27 of the PD&E Manual)
- ! Aquatic Preserves (Part 2, Chapter 19 of the PD&E Manual)
- ! Wetlands (Part 2, Chapter 18 of the PD&E Manual)
- ! Outstanding Florida Waters (Part 2, Chapter 21 of the PD&E Manual)
- ! Water Quality (Part 2, Chapter 20 of the PD&E Manual)
- ! Floodplains and Floodways (Part 2, Chapter 24 of the PD&E Manual)
- ! Wild & Scenic Rivers (Part 2, Chapter 3 of the PD&E Manual)
- ! Coastal Zone Consistency (Part 2, Chapter 25 of the PD&E Manual)

The CONSULTANT shall develop a CADD data base that includes all existing hydrologic and natural features. CADD data base information shall be compatible for use on aerial photography used for public hearing presentations, corridor maps, and alternative plans.

2. Identify Possible Permits

In conjunction with the collection of data related to wetlands, Outstanding Florida Waters, Aquatic Preserves, and Wild and Scenic Rivers, the CONSULTANT shall obtain permit related information about sites which may require dredge and fill permits, water quality permits, or stormwater discharge permits. This includes identifying all involved permit agencies.

3. Wetland Impact Analysis

The CONSULTANT shall analyze the impacts to wetlands for all proposed design alternatives as described in Part 2, Chapter 18 of the PD&E Manual.

The CONSULTANT shall conduct an overview of the project corridor for wetlands involvement upon the Notice to Proceed. Wetland sites will be located and described and their values assessed. This information will be used to develop a preferred typical section and design alternative(s) which attempts to avoid or minimize wetland impacts. Once a Preferred Alternative(s) is selected, the CONSULTANT shall conduct a comprehensive assessment of the wetland impacts in accordance with Part 2, Chapter 18 of the PD&E Manual.

The level of evaluation will depend on the extent of impacts. The CONSULTANT should expect to carry out evaluations to at least Level 2. Wetland delineation will be based on the current federal procedure for identifying and delineating jurisdictional wetlands.

The CONSULTANT shall quantify the project's cumulative impacts to wetlands and secure an informal consultation with the environmental and regulatory agencies with jurisdictional permitting authority. This is done to get a preliminary understanding of what mitigative commitments might be required for the approval of permits.

The information obtained by these aforementioned tasks/activities will be subsequently organized into the Wetlands Evaluation Report for distribution to the permit and review agencies.

The CONSULTANT shall provide a separate Wetland Evaluation Report in accordance with Part 2, Chapter 18 of the PD&E Manual. The Wetlands Evaluation Report will include the Florida Land Use Cover and Forms Classification System (FLUCFCS) Code for all described wetlands. Impacts will be listed in table form in the report, along with the acreage of impact anticipated and the FLUCFCS code, for each wetland impacted. The CONSULTANT shall take reproducible photographs and prepare graphics for the development of this report. The report shall be developed early in the PD&E study in order to obtain meaningful comments from environmental and regulatory agencies. This report shall be distributed, as appropriate, to the following agencies:

- ! Florida Department of Environmental Protection
- ! Florida Fish and Wildlife Conservation Commission
- ! South Florida Water Management District
- ! United States Army Corp of Engineers
- ! United States Fish and Wildlife Service



- ! United States National Marine Fisheries Service
- ! United States Environmental Protection Agency

#### 4. Conceptual Mitigation Plans

The CONSULTANT shall prepare conceptual mitigation plans, if required, as described in Part 2, Chapter 18, of the PD&E Manual. The conceptual mitigation will be documented as part of the Wetland Evaluation Report and will be included in the Environmental Document.

#### 5. Wildlife and Habitat Impact Analysis

The CONSULTANT shall analyze potential impacts to wildlife and habitat by all proposed design alternatives as described in Part 2, Chapter 27 of the PD&E Manual. If Federally-endangered or threatened species or a designated critical habit is involved, the CONSULTANT will conduct and prepare the Endangered Species Biological Assessment (ESBA) in accordance with Part 2, Chapter 27 of the PD&E Manual. The ESBA will include an analysis of potential impacts to Federal and State listed species and other wildlife and habitat, conceptual mitigation requirements, standard protection measures, where applicable, and a commitments and recommendations section detailing all agency requirements which must be met before construction begins. If a formal ESBA is not required, the CONSULTANT will prepare a Listed Species Report which will include all information required in an ESBA except the conceptual mitigation requirements.

The CONSULTANT shall request comments from appropriate Federal, State and local agencies as to specific permits required, significance of impacts, required mitigation, and any specific concerns about the project or its impacts. The specific sequence of this coordination is detailed below.

##### a. Initial Coordination

After completion of preliminary data collection, species list compilation, and initial corridor fieldwork, coordination must be opened with the Florida Fish and Wildlife Conservation Commission (FFWCC) and the United States Fish and Wildlife Service (USFWS). The purpose of this letter is to discuss the initial findings and present a tentative species list. The letter must ask for concurrence with the species list as developed and, if the initial survey indicates the presence of species which normally require specific surveys, request their concurrence and any additional information they have.

##### b. Concurrence Letter

After the CONSULTANT has completed all of the required surveys, the results must be presented to the agencies (FFWCC and USFWS) for concurrence. This will require the forwarding of the draft report for their review and comments. All agency communications must be included in the final report.

6. Aquatic Preserve Impact Analysis

If applicable, this analysis will be conducted in accordance with Part 2, Chapter 19 of the PD&E Manual and included in the Wetland Evaluation Report.

7. Outstanding Florida Waters and Wild and Scenic Rivers Impact Analysis

If applicable, this analysis will be conducted in accordance with Part 2, Chapter 21 of the PD&E Manual and included in the Wetland Evaluation Report.

**D. Analysis of Physical Impacts**

1. Air Quality Impact Analysis

The CONSULTANT shall perform the air quality impact analysis for the proposed design alternatives as described in Part 2, Chapter 16 of the PD&E Manual. Traffic for Air Quality Analysis will be prepared by the CONSULTANT.

2. Noise Impact Analysis

The CONSULTANT shall perform the noise impact analysis and barrier evaluation for the proposed design alternatives as described in Part 2, Chapter 17 of the PD&E Manual. The noise impact analysis and barrier evaluation shall be performed by a person(s) who has attended and is certified through the FDOT's Traffic Noise Analysis training course.

3. Contamination Impact Analysis

The CONSULTANT shall conduct a comprehensive assessment of contamination involvement. The assessment shall be documented in a Contamination Screening Evaluation Report (CSER). This information will be used in developing the project's preferred typical section and design alternatives(s). Procedures shall be in accordance with Part 2, Chapter 22 of the PD&E Manual.

4. Water Quality Impact Analysis

The CONSULTANT shall conduct a Water Quality Impact Evaluation (WQIE) for all proposed design alternatives as described in Part 2, Chapter 20 of the PD&E Manual and the FDOT's Water Quality Impact Evaluation Manual. The CONSULTANT should also have a copy of the appropriate Water Management District's Permitting Manual, which may be obtained directly from the Water Management District Office. The completed WQIE form must have the Water Management rule attached to it, as well as the page from the permitting manual that quantifies the amount of water to be treated.

5. Floodplain Impact Analysis

The CONSULTANT shall analyze the significance of any encroachments to floodplains and floodways by all proposed design alternatives as described in Part 2, Chapter 24 of the PD&E Manual. The documentation will require the inclusion of the encroachment categories, listed in the above referenced PD&E Manual chapter.

6. Coastal Barrier Resource Analysis

If applicable, the CONSULTANT will analyze the impact to Coastal Barrier Resources in accordance with Part 2, Chapter 26 of the PD&E Manual.

7. Construction Impact Analysis

The CONSULTANT shall analyze the construction impacts of all proposed design alternatives as described in Part 2, Chapter 30 of the PD&E Manual.

**E. Environmental Reports**

The CONSULTANT shall document the results of the environmental data collection and analysis performed as part of this Scope of Services in a series of reports as detailed below. The environmental reports prepared by the CONSULTANT will comply with all the procedures listed in Part 1 of the PD&E Manual, and will also follow the format and include all content described in Part 2 of the PD&E Manual.

1. Advance Notification

The CONSULTANT will be responsible for preparation of the Advance Notification Package.

2. Cultural Resources Assessment Survey

The CONSULTANT shall prepare the Cultural Resources Assessment Survey and a Cultural Resource Assessment Request Package for each affected resource as described in Part 2, Chapter 12 of the PD&E Manual and in Section D, above. The CONSULTANT shall also assist the COUNTY with the preparation of any required Memorandums of Agreements. The Case Study Report (Criteria of Effects), if necessary, will be done by the CONSULTANT.

3. Section 4(f) Evaluation

If required, the CONSULTANT shall prepare the Determination(s) of Applicability (DOA) to determine the applicability of Section (4f) to any parks, recreation areas, wildlife and waterfowl refuges, and/or historic sites within the project study area. Section (4f) procedures are described in Part 2, Chapter 13 of the PD&E Manual. The CONSULTANT will be responsible for preparing any correspondence required.

4. Air Quality Report

The CONSULTANT shall prepare the Air Quality Report as described in Part 2, Chapter 16 of the PD&E Manual.

5. Noise Study Report

The CONSULTANT shall prepare the Noise Study Report as described in Part 2, Chapter 17 of the PD&E Manual.

6. Wetland Evaluation Report

The CONSULTANT shall provide a separate Wetland Evaluation Report in accordance with Part 2, Chapter 18 of the PD&E Manual.

7. Water Quality Impact Evaluation

The Water Quality Impact Evaluation (WQIE) will be prepared as described in Part 2, Chapter 20 of the PD&E Manual and the FDOT's Water Quality Impact Evaluation Manual. The WQIE shall be performed and signed by a person(s) who has attended, and is certified through, the FDOT's WQIE Manual training course.

8. Contamination Screening Evaluation Report

The CONSULTANT shall provide a Contamination Screening Evaluation Report in accordance with Part 2, Chapter 22 of the PD&E Manual. Hazardous material sites and petroleum sites shall be addressed in separate sections of the report

9. Endangered Species Biological Assessment/Listed Species Report

The Endangered Species Biological Assessment (ESBA) will be prepared in accordance with Part 2, Chapter 27 of the PD&E Manual. The determination of which document type will be needed will be determined as the project progresses.

10. Permit Coordination Package

This process consists of obtaining permit-related information about bridge clearances and wetland sites which may require dredge and fill/water quality permits or storm water discharge permits. This information shall subsequently be organized into a permit coordination package for distribution to the various jurisdictional agencies. Permit and permit review agencies to be considered include but are not limited to, the Federal Highway Administration, Florida Department of Transportation, U.S. Army Corps of Engineers, Florida Department of Environmental Protection, South Florida Water Management District, local environmental agencies, Florida Fish and Wildlife Conservation Commission, National Marine Fisheries Service, U.S. Fish & Wildlife Service, Environmental Protection Agency, and Lee County.

11. Visual and Aesthetics Impact Report

The CONSULTANT shall prepare a report which summarizes the visual and aesthetic impacts of viable design alternatives.

12. Environmental Impact Statement

An Environmental Impact Statement is the expected level of environmental documentation required for this project. The CONSULTANT will do all the work required for the Class of Action Determination. The CONSULTANT shall prepare a Draft EIS as described in Part 1, Chapter 6 of the PD&E Manual. After the Draft EIS is accepted by the COUNTY and approved by the Federal Highway Administration, the CONSULTANT will prepare a Notice of Availability. After a Public Hearing is held, the CONSULTANT shall update the Draft EIS and prepare a Final EIS as described in Part 1, Chapter 7 of the PD&E Manual.

**Task 4 - Engineering Data Collection, Analysis and Reports**

The CONSULTANT shall perform the services outlined in this section necessary to develop engineering alternatives that satisfy the project's need. This effort consists of collecting essential data, analyzing and comparing viable alternatives, and documenting engineering decisions and recommendations. The CONSULTANT shall coordinate and perform the appropriate level of engineering analysis for this project as outlined in Part 1, Chapter 9 of the PD&E Manual and the following sections.

**A. Engineering Data Collection**

Immediately following the Notice to Proceed, the CONSULTANT shall begin preliminary assessments of the study area from an engineering and environmental standpoint. This task is largely of a data gathering nature. This activity consists of collecting various information and materials relative to the performance of engineering and environmental analyses within the study area. The information should include all data necessary to perform adequate evaluation of the location and design of an improved transportation facility for the corridor.

1. Aerial Photography

The CONSULTANT shall use the following scales of black and white aerial photography for this project.

- ! A scale of 1" = 100' will be used for base maps, conceptual design plans, land use and property ownership inventory, ecological community delineation, noise modeling, engineering and environmental analysis, alternative analysis, coordination meetings, and Public Hearing displays. A scale of 1" = 400' photography will be used for the initial corridor water quality and ecological analysis phase of the study.

The CONSULTANT shall provide the targets needed for the aerial photography.

## 2. Existing Highway Characteristics

This task includes gathering data on pertinent corridor physical features and conditions which help in better understanding the existing roadway and bridge segments under consideration in this contract. Most of this information is available from the COUNTY; however, other references including field observations and interviews with local agencies and individuals will yield additional data. Possible sources include project files, contract documents, right-of-way maps, drainage maps, as built plans, and prior studies.

The CONSULTANT shall be responsible to procure all the engineering data listed in Part 1, Chapter 9 of the PD&E Manual and other data necessary to conduct a PD&E study and prepare a Preliminary Engineering Report. The CONSULTANT shall develop a CADD data base, supported by computer spread sheets, that includes all existing highway characteristics noted above, as appropriate. CADD data base information shall be compatible for use on aerial photography used for displays, the Corridor Base Map(s), and Conceptual Design Plans.

## 3. Traffic Data

The CONSULTANT will furnish a project traffic report which will meet the total traffic needs for the proposed study and include the following:

- ! Existing Condition AADT
- ! Future Condition - Forecasted 2005, 2010, and 2025 AADT
- ! Traffic Characteristics
- ! Manual Pedestrian and Bicycle Counts
- ! Forecast Methodology

## 4. Accident Data

The CONSULTANT is required to obtain through the COUNTY and state and local sources available data on automobile accidents along the project corridor for the previous five years. The data collected will be analyzed and summarized in an appropriate manner to identify locations or trends that potentially relate to geometric or other existing physical conditions that should be corrected or mitigated.

## 5. Utilities

The CONSULTANT shall identify the following existing and proposed utilities which may influence location and design considerations:

- ! Overhead: Transmission lines, microwave towers, etc.
- ! Underground: Water, gas, sanitary sewer, force mains, power cables, telephone cables, etc.

## 6. Transportation Plans

The CONSULTANT shall obtain plans for all modes of transportation including surface, transit and non-motorized modes. The following plans or studies should be obtained:

- ! Urban Area Transportation Study and the Lee County Cost Feasible and Needs Plans
- ! Local comprehensive plans: City and County
- ! Transit: rail, bus, other
- ! Non-motorized modes, including bikeways and pedestrian walkways

Interview local officials and identify the following factors: existing and projected road user types including handicapped and the elderly; existing and projected high traffic generators; existing and anticipated hazards; high crash or problem locations.

## 7. Soils Survey and Geotechnical Data

The CONSULTANT will provide all soils and geotechnical support for this project. General geotechnical information will be collected for use in preliminary evaluation of alternatives. Final written report shall be provided for the final alternative(s) only.

The CONSULTANT shall provide a written geotechnical report based on review of existing information, field reconnaissance and field borings, as necessary, to identify soils-related problem areas. The report shall include anticipated soil conditions along the roadway and/or at structure sites and recommendations for treatment of problems that will hinder or preclude design and/or construction.

## B. Engineering Analysis

Utilizing the data collected as part of this Scope of Services, the CONSULTANT shall perform the engineering analysis necessary to complete the Project Development Process described in Part 1, Chapter 9 of the PD&E Manual. The task of Engineering Analysis will be ongoing throughout the duration of the project and will be performed with consideration of the results of the environmental impact analysis.

### 1. Project Need

The CONSULTANT shall establish the need for the facility improvements. In addition, the CONSULTANT will verify the purpose and need for the project in accordance with Part 2, Chapter 5 of the PD&E Manual. This effort will include travel demand forecasting (FSUTMS modeling) in support of identifying the technical need for the project from a traffic standpoint. Travel demand forecasts and resultant design traffic will be developed for the build and no-build conditions for the opening year, mid-year, and design year alternatives. The results of this effort will be documented in a Design Traffic Technical Memorandum/Report.

## 2. Base Map(s)

The CONSULTANT shall plot, delineate and label pertinent cultural and natural and geopolitical features bordering the alignments on 1" = 100' aerial photography for subsequent use in the evaluation and development of the Conceptual Design Plans. The Base Map(s) must include, at a minimum:

- ! Number of lanes, signals, crosswalks, cross drains, existing intersections, and drainage easements
- ! Street names and highway numbers
- ! All pertinent cultural and natural features
- ! Locate north arrow, scale and aerial flight date at upper-mid portion of the plan sheets
- ! Existing and proposed rights of way and platted property lines
- ! All public and private development, as well as archeological or historic sites
- ! Significant features which could be impacted by the project, especially wetlands, seagrass locations, and endangered species habitat, floodplain, flood prone areas and navigation channels
- ! Hazardous material and petroleum use sites
- ! Noise isopleth at 65 dBA
- ! Establish logical termini giving consideration to directness, length, and service
- ! Utility easements
- ! All land use information (names of establishments, etc.); current zoning, future land use (per Comprehensive Plan) for vacant properties
- ! New data as it becomes available to keep the Corridor Base Map(s) up to date

## 3. Conceptual Design Analysis

The CONSULTANT shall develop and analyze conceptual design alternatives as described in Part 1, Chapter 9-2.3 of the PD&E Manual.

The objective of the conceptual design and preliminary engineering analysis is to develop viable design alternatives based on standard engineering practice which provide an appropriate highway level of service commensurate with the social, economic, and environmental impacts involved. The CONSULTANT shall recommend to the COUNTY the most feasible design alternatives which will maximize the capacity of the proposed facility while providing the COUNTY a safe, environmentally sensitive, route. The design of the proposed improvement shall be established and developed in conceptual form, but in sufficient detail, to permit definitive analysis.

The analysis of the design alternatives shall identify the nonviable design alternatives and provide documentation for rejection. The more viable design alternatives shall be further evaluated to a point where Conceptual Design Plans can be developed.

It is anticipated that six (6) preliminary alignment alternatives will be developed and evaluated. Up to six (6) viable design alternatives may be selected for further detailed analysis.



#### 4. Design Alternatives Evaluation and Selection

The CONSULTANT shall identify, develop, and analyze feasible design alternatives as outlined in Part 1, Chapter 9 of the PD&E Manual. For each design alternative, the CONSULTANT shall determine:

- ! Horizontal and vertical alignment
- ! Typical section
- ! Preliminary right-of-way costs
- ! Preliminary drainage to the extent of identifying required outfalls
- ! Traffic data
- ! Geometric concepts of intersections, access to recreational areas, and adjacent property
- ! Existing and proposed utility location to the extent they affect the decision process
- ! Soils data
- ! Extent of improvement to all connecting and/or intersecting roads
- ! Acreage involved
- ! Preliminary structure concepts and locations
- ! Location of detention/retention basins as may be required
- ! Locations of noise barriers
- ! Affect on navigation
- ! Other such design features as may be pertinent

##### a. Typical Section Evaluation

Typical sections to be evaluated for this project shall include four-lane divided typical sections expandable to six lanes, with auxiliary lanes when required for safety and access. In addition, during this phase of the study an evaluation will be conducted to determine the feasibility of accommodating pedestrians and bicycles on the improved facility. With consideration of business and residential development, drainage requirements and environmental impacts, the CONSULTANT will establish the type of design (urban or rural) for the proposed facility. Right-of-way limits, type of facility, level of service, design speed, drainage features, aesthetics, landscaping, existing typical section, and environmental impacts are major points to be considered in the design of a typical section.

##### b. Alignment

Alignments shall be refined in conjunction with the typical sections to identify design alternatives. Alignments shall be evaluated by using all documented data collected including but not limited to: natural and cultural features, existing and proposed development, maintenance of traffic, hazardous material and petroleum contamination, and right-of-way. Right-of-way estimates shall be prepared on prints of the Corridor Base Map(s). The estimates shall be on four (4) identical sets of prints having the right-of-way lines color coded (existing right-of-way lines in green, proposed right-of-way lines in red). Before preparing these prints, the CONSULTANT and the COUNTY shall jointly decide which design alternatives shall be evaluated for right-of-way, business and relocation costs.

c. Geotechnical

(See 4-B-4-c)

d. Structures

The CONSULTANT shall provide the COUNTY with a Bridge Analysis Report (BAR) in accordance with Section 26.8, Volume I of the Plans Preparation Manual for the viable structural alternatives associated with the chosen alignment(s).

5. Conceptual Drainage Analysis

The CONSULTANT shall perform conceptual drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for storm water treatment or attenuation. The location and size of potential detention/retention areas will be determined for all viable design alternatives as necessary to determine preliminary right-of-way costs for each evaluated typical section.

In addition, since this project may involve a bridge structure, the following items will be addressed in the hydraulics report:

- ! Conceptual bridge length
- ! Preliminary vertical grade

Close coordination will be maintained within the consultant team during the preparation of the BAR and LHR reports.

During the preparation of the LHR, hydraulic modeling will be necessary for the bridges and waterway. The recommended bridge lengths shall be determined based upon the minimum hydraulic structures, environmental length, safety, maintenance, constructability, etc. The intent is to obtain a permissible recommended bridge length which meets project requirements and current bridge design standards and criteria.

6. Cost Analysis

The CONSULTANT shall develop cost estimates for each design alternative, including:

- ! Construction cost estimates for all design alternatives including order of magnitude conceptual maintenance of traffic costs.
- ! Estimates of right-of-way acquisition costs, including cost estimates for relocations and business damages
- ! Estimates of life-cycle costs for operation and maintenance of design alternatives

## 7. Comparative Analysis of Design Alternatives

After developing the viable design alternatives and costs, the CONSULTANT will prepare a matrix comparing the significant impacts and costs of the design alternatives evaluated as described in Part 1, Chapter 9-2.3.7 of the PD&E Manual, with a recommendation of the most viable design alternative(s). The CONSULTANT shall present their recommendations to the COUNTY for consideration. The COUNTY will determine which viable design alternative(s) will be evaluated further through the Public Involvement Process and environmental analysis. The possibility exists that the No-Build alternative may be selected at this point.

### a. The types of information evaluated in this task include:

- ! Construction costs - Develop the construction costs estimate; include cost for engineering and contingencies.
- ! Right-of-way costs, business damages and relocation costs - Estimates will be prepared to include land value, severance, court awards, settlements, and data relative to business damages. These estimates will be furnished by the CONSULTANT for all viable design alternative(s).
- ! Maintenance of traffic costs.
- ! Engineering Costs - Estimated cost to prepare construction plans and costs for Construction Engineering Inspection (CEI)
- ! Relocation Plan - The CONSULTANT will prepare the Conceptual Stage Relocation Plan in accordance with Part 2, Chapter 11 of the PD&E Manual and review will be provided by the COUNTY.
- ! Bicycle Facilities - Identify viable typical sections that accommodate bicycle facilities and evaluate the probable use in comparison with the cost in accordance with Part 2, Chapter 14 of the PD&E Manual
- ! Economic Evaluation - Prepare life cycle cost analysis and cost effectiveness analysis, as necessary.
- ! Drainage Features - Identify major drainage features and the requirements for obtaining permits inherent in each design alternative
- ! Environmental Impacts - Analyze impacts, such as air, noise, water pollution, wetlands, seagrass, and floodplain encroachment, 4(f) involvement, etc.
- ! Traffic Impacts - Determine LOS for each design alternative for design year

- ! Utilities - The CONSULTANT shall conduct utility coordination and prepare a Utility Assessment Package in accordance with Part 2, Chapter 10 of the PD&E Manual.
- ! Hazardous Material and Petroleum - Evaluate contamination cleanup costs and production delays
- ! Transportation Plans - Determine conformance with local comprehensive plans, both city and COUNTY

b. Proposed design alternative solutions

Following performance of the comparative analysis of design alternatives, the COUNTY will select the viable design alternative(s). The information amassed thus far will be the basis upon which the decisions are made. The possibility exists that the No-Build Alternative may be selected at this point. The CONSULTANT will follow the procedures outlined in Part 1, Chapter 9-2.3.7 of the PD&E Manual.

c. Conceptual Design Plans

After the viable design alternatives are selected, the CONSULTANT shall prepare Conceptual Design Plans of the selected design alternatives in reproducible form on the Base Map(s). Prints of the Conceptual Design Plans shall be prepared for use in review, at public meetings and for further refinement.

d. Final Recommendation of Preferred Alternative

The CONSULTANT shall recommend a Preferred Alternative(s) based on a review and analysis of all engineering, environmental, and Public Involvement issues related to the project.

It is anticipated that two (2) preferred build alternatives may be presented along with the no-build alternative at the Public Hearing.

**C. Engineering Reports**

The CONSULTANT shall document the results of the data collection efforts and the engineering analysis performed as part of this Scope of Services. The engineering reports and documents shall be prepared as outlined in Part 1, Chapter 9 of the PD&E Manual. The task of documentation includes the preparation of draft reports prepared by the CONSULTANT for review and comment by the COUNTY prior to producing final reports and documents.

1. Base Map(s)

The CONSULTANT will prepare the Base Map(s) on aerial photography.

## 2. Preliminary Engineering Report

The CONSULTANT shall prepare a Preliminary Engineering Report (PER) to document the Project Development Process. Included in the report will be the typical sections and Conceptual Design Plans of all viable design alternatives and the Preferred Alternative(s). The Conceptual Design Plans included in the PER shall be folded to standard size sheets.

### a. First Draft Preliminary Engineering Report

The information amassed thus far shall be submitted in the first draft PER, as outlined in Part 1, Chapter 9 of the PD&E Manual. The first draft PER shall be submitted to the COUNTY for review. The report shall follow the recommended chapter format.

### b. Second Draft Preliminary Engineering Report

The first draft PER shall be updated to reflect all changes resulting from any Alternatives Public Workshop(s) and from the Value Engineering review. The second draft shall be submitted to the COUNTY for review concurrently with the pre-draft environmental reports.

### c. Final Preliminary Engineering Report

Following the Public Hearing, and allowing sufficient time for all comments to be reviewed, the CONSULTANT shall recommend the Preferred Alternative(s) to the COUNTY. Once approved by the COUNTY, the CONSULTANT shall prepare the final PER.

This document shall address the engineering issues raised at the hearing and effect disposition of same in coordination with the COUNTY. This action is an important part of the study process and shall involve appropriate CONSULTANT personnel studying these suggestions. Recommendations and commitments must be included.

The CONSULTANT shall determine feasible segments for construction projects within the project corridor in consideration of budget, priority needs, maintenance of traffic and the public demand for the improvement.

The CONSULTANT shall certify the adequacy and completeness of the final PER. The report shall be signed, sealed and dated by a Professional Engineer registered in the State of Florida.

## 3. Utility Coordination Package

The CONSULTANT shall prepare a Utility Assessment Package as described in Part 2, Chapter 10 of the PD&E Manual.

#### 4. Location Hydraulic Report

The CONSULTANT shall prepare a Location Hydraulic Report (LHR) as described in Part 2, Chapter 24 of the PD&E Manual.

The CONSULTANT shall coordinate with the COUNTY to identify any historic maintenance problems involving drainage or flooding. The history and past hydraulic performance should be noted on all structures. The CONSULTANT shall obtain any stormwater management or master drainage plans. The CONSULTANT shall coordinate with FEMA, the appropriate Water Management District and local agencies to determine the project's consistency with regulated floodways.

Summarize the LHR in the Environmental Document including, but not limited to the following:

- ! Evaluate feasibility and prudence of any design alternatives avoiding floodplains
- ! Determine the effect the project will have on use of the facility for emergency services and evacuation.
- ! Determine impacts of the encroachments to natural floodplain values - flora, fauna, open space, ground water recharge, water quality, etc. (see Paragraph 4(I) of 23 CFR 650A)
- ! Based on the above assessment of impacts, determine the risk and significance of the encroachment. The encroachment categories are to be listed in the report. These can be found in the PD&E Manual, Part 2, Ch. 24.

The CONSULTANT shall certify the adequacy and completeness of the final LHR. The report shall be signed, sealed and dated by a Professional Engineer registered in the State of Florida.

#### 5. Geotechnical Report

(See 4-B-4-c)

#### **Task 5 - Federal Funds**

The CONSULTANT shall investigate the possibility of obtaining Federal funds. The CONSULTANT shall prepare and submit the necessary forms, requests and/or applications as needed for determination of funds availability and pay special attention to discretionary funds which will not count against the allocation of normal funds.

#### **Task 6 – FDOT/FHWA Coordination**

The CONSULTANT shall assist the COUNTY with FHWA coordination including determination of the type of NEPA documentation and approval process. The Coordination shall be initiated with the Project Scoping Meeting and continue through documentation approval. The coordination is

anticipated to require no more than three (3) meetings in Tallahassee to meet with FHWA/FDOT staff.

**Task 7 - Design/Right-of-Way Surveys**

The COUNTY will furnish any right of way survey information necessary for this project.

**Task 8 - Right-of-Way Mapping**

The COUNTY will furnish any Right of Way Mapping services necessary for this project.

**Task 9 - Geotechnical**

The CONSULTANT will provide necessary geotechnical services for this project.

**Task 10 - Non-Personnel Reimbursement Expenses and Costs**

The CONSULTANT shall submit to the COUNTY, as specified in Attachment 2 to Exhibit B, non-personnel reimbursement expenses and costs required to conduct the study.

**Task 11 - Optional Services**

- A. **Section 106 (Historic and Archaeological) Coordination:** If the State Historic Preservation Officer determines the Section 106 Consultation process is necessary, it will be completed as an optional service.

**Task 12 - Study Requirements and Provisions for Work**

**A. Governing Regulations**

The services performed by the CONSULTANT shall be in compliance with all applicable Manuals and Guidelines. The Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of this work.

- ! American Association State Highway Officials, A Policy of Geometric Design of Highways and Streets
- ! 23 CFR 650A
- ! 23 U.S.C. Highways
- ! 42 U.S.C. 4332(2) (c), popularly known as Section 102(2) (c) of the National Environmental Policy Act of 1969, P.L. 91-190
- ! 49 R.S.C. 1653 (f), popularly known as Section 4(f) of the Department of Transportation Act of 1966, P.L. 89-670

- ! The National Historic Preservation Act of 1966 (P.L. 89-665) and Executive Order No. 11593 (Protection and Enhancement of the Cultural Environment) as implemented in Procedures for the Protection of Historic and Cultural properties, 36 CFR 800
- ! The Endangered Species Act of 1973 (amended 1978), 16 U.S.C., (P.L. 93-205)
- ! Executive Order No. 11990, Protection of Wetlands
- ! Executive Order No. 11988, Floodplain Management
- ! Chapter 339.155 of the Florida Statutes
- ! 23 CFR 770
- ! 23 CFR 771
- ! 23 CFR 772
- ! All issuances and related COUNTY Policies and Directives governing the implementation of the previously mentioned regulations
- ! Soils and Foundations Manual
- ! Highway Capacity Manual, Special Report 209
- ! Chapter 334.24 Florida Statutes
- ! 23 CFR 650A
- ! FDOT Structural Guidelines

The standards referred to and recommended in the AASHTO and the COUNTY' s Design Criteria related to highway safety shall be used to the extent applicable. The horizontal and vertical alignments developed by the CONSULTANT shall be the best engineering solution to a given problem and not merely and adherence to the minimum AASHTO standards.

**B. Project Schedule**

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for the COUNTY.

**C. Key Personnel**

The CONSULTANT'S work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by COUNTY.

**D. Progress Meetings & Reports**

The CONSULTANT, with appropriate sub-consultants, shall meet with the COUNTY monthly and provide written progress reports and other presentation materials which describe the work performed on each task. Progress reports shall be delivered to the COUNTY concurrently with the monthly draft invoice. Judgments on whether work of sufficient quality and quantity has been accomplished will be made by the COUNTY' s Project Manager.



**E. Submittals**

The CONSULTANT shall furnish prints, sepias and documents as required by the COUNTY to adequately control, coordinate, and approve the plans.

The CONSULTANT shall provide copies of the required prints, sepias and documents as listed below. These are the anticipated printing requirements for the project. The tabulation will be used for estimating purposes. Generally, there are two (2) draft and four (4) final copies for COUNTY review plus the appropriate number for the FHWA & FDOT and permitting agencies.

<u>DOCUMENT</u>	<u>QTY.</u>	<u>SHEET SIZE</u>
Typical Section Report	08	8 1/2"x11"
Contamination Screening	08	8 1/2"x11"
Cultural Resources Assessment Survey	10	8 1/2"x11"
Noise Study Report	08	8 1/2"x11"
Air Quality Report	08	8 1/2"x11"
Listed Species Report	10	8 1/2"x11"
Water Quality Impact	10	8 1/2"x11"
Wetland Evaluation Report	15	8 1/2"x11"
Preliminary Engineering Report	22	8 1/2"x11"
Location Hydraulic Report	08	8 1/2"x11"
Public Hearing Transcript	10	8 1/2"x11"
Comments and Coordination Report	10	8 1/2"x11"
Utility Assessment Package	05	8 1/2"x11"
Draft/Final EIS	50/100	8 1/2"x11"
Section 4(f) Evaluation	08	8 1/2"x11"

Upon completion of the study, the CONSULTANT shall compile and deliver to the COUNTY a comprehensive project file including all project correspondence, data, maps, sketches, worksheets, and other materials used or generated during the study process.

**F. County Services**

The COUNTY shall provide those services and materials as set forth below:

1. Project data currently on file.
2. Engineering and Environmental Review Services.

**EXHIBIT B**

Date: June 21, 2002

**COMPENSATION AND METHOD OF PAYMENT**

for

County Road 951 Project Development and Environment Study

(Enter Project Name from Page 1 of the Agreement)

**Section 1. BASIC SERVICES/TASK(s)**

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

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

Task No.	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable indicate WIPP
Task 1	Preliminary Matters	\$32,207.06	NTE	
Task 2	Public & Agency Involvement	\$512,680.67	NTE	
Task 3	Environ. Data Collection, Analysis and Reports	\$812,135.49	NTE	
Task 4	Engineering Data Collection, Analysis and Reports	\$792,629.54	NTE	
Task 5	Federal Funds	\$0		
Task 6	FHWA/FDOT Coordination	\$0		
Task 7	Design/Right-of-Way Surveys	\$0		
Task 8	Right-of-Way Mapping	\$0		
Task 9	Geotechnical	\$0		
Task 10	Non-Personnel Reimbursement Expenses and Cost	\$239,996.78	LS	
Task 11	Optional Services	\$0		
Task 12	Study Requirements and Provisions for Work	\$63,844.76	NTE	
<b>TOTAL</b>		<b>\$2,453,494.30</b>		

ATTACHMENT NO. 1 TO EXHIBIT B

Date: June 21, 2002

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

for

County Road 951 Project Development and Environment Study

(Enter Project Name from Page 1 of Agreement)

CONSULTANT OR SUBCONSULTANT NAME: **DRMP, Inc. (Consultant)**

(A separate Attachment No. 1 should be included for each Subconsultant)

Project Position or Classification (Function to be Performed)	Current Direct* Payroll Average Hourly Rate	Multiplier**	Hourly Rate to be Charged (Column 2x3)
Project Director	\$56.92	3.2	\$182.14
Project Manager	\$45.67	3.2	\$146.14
Senior Engineer/Senior Planner	\$42.31	3.2	\$135.39
Engineer/Planner	\$36.13	3.2	\$115.62
Senior Designer	\$27.05	3.2	\$86.56
Senior Environmental Scientist	\$43.56	3.2	\$139.39
Environmental Scientist	\$23.72	3.2	\$75.90
Engineering Technician/CADD	\$25.00	3.2	\$80.00
Clerical	\$14.45	3.2	\$46.24

\*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 Subconsultant listed in Exhibit 'D'.

Date: June 21, 2002

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

for

County Road 951 Project Development and Environment Study

(Enter Project Name from Page 1 of Agreement)

CONSULTANT OR SUBCONSULTANT NAME: **Cella & Associates, Inc. (Subconsultant)**

(A separate Attachment No. 1 should be included for each Subconsultant)

Project Position or Classification (Function to be Performed)	Current Direct* Payroll Average Hourly Rate	Multiplier**	Hourly Rate to be Charged (Column 2x3)
Project Manager	42.54	2.95	125.52
Senior Professional	26.14	2.95	77.14
Professional	24.93	2.95	73.57
Designer	24.30	2.95	71.71
Technician	19.69	2.95	58.09
Administrative	14.30	2.95	43.37

\*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 Subconsultant listed in Exhibit 'D'.

ATTACHMENT NO. 1 TO EXHIBIT B

Date: June 21, 2002

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

for

County Road 951 Project Development and Environment Study

(Enter Project Name from Page 1 of Agreement)

CONSULTANT OR SUBCONSULTANT NAME: **TY Lin International (Subconsultant)**

(A separate Attachment No. 1 should be included for each Subconsultant)

Project Position or Classification (Function to be Performed)	Current Direct* Payroll Average Hourly Rate	Multiplier**	Hourly Rate to be Charged (Column 2x3)
Senior Engineer	\$49.30	3.0016	\$147.98
Environmental Specialist	\$21.66	3.0016	\$65.01
CADD Technician	\$26.48	3.0016	\$79.48
Clerical	\$16.40	3.0016	\$49.23

- \*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 Subconsultant listed in Exhibit 'D'.

ATTACHMENT NO. 1 TO EXHIBIT B

Date: June 21, 2002

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

for

County Road 951 Project Development and Environment Study

(Enter Project Name from Page 1 of Agreement)

CONSULTANT OR SUBCONSULTANT NAME: **Quest Ecology Inc. (Subconsultant)**

(A separate Attachment No. 1 should be included for each Subconsultant)

Project Position or Classification (Function to be Performed)	Current Direct* Payroll Average Hourly Rate	Multiplier**	Hourly Rate to be Charged (Column 2x3)
Principal Ecologist	\$38.00	2.89	\$110.00
Botanist	\$25.00	3.00	\$75.00
Ecologist	\$22.00	2.95	\$65.00
Environmental Technician	\$13.00	3.07	\$40.00

\*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 Subconsultant listed in Exhibit 'D'.

ATTACHMENT NO. 1 TO EXHIBIT B

Date: June 21, 2002

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

for

County Road 951 Project Development and Environment Study

CONSULTANT OR SUBCONSULTANT NAME: Geotechnical and Environmental Consultants, Inc. (Subconsultant)

Project Position or Classification (Function to be Performed)	Current Direct* Payroll Average Hourly Rate	Multiplier**	Hourly Rate to be Charged (Column 2x3)
Chief Engineer	\$43.13	3.3638	\$145.08
Senior Engineer	\$43.13	3.3638	\$145.08
Project Manager	\$31.85	3.3638	\$107.14
Engineer	\$26.93	3.3638	\$90.59
Engineering Intern	\$20.84	3.3638	\$70.10
Project Environmental Specialist	\$24.97	3.3638	\$83.99
Environmental Specialist	\$17.84	3.3638	\$60.01
Designer	\$19.91	3.3638	\$66.97
Senior Engineering Technician	\$15.95	3.3638	\$53.65
Engineering Technician	\$12.28	3.3638	\$41.31
Secretary/Clerical	\$14.97	3.3638	\$50.36

\*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 Subconsultant listed in Exhibit 'D'.

ATTACHMENT NO. 1 TO EXHIBIT B

Date: June 21, 2002

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

for

County Road 951 Project Development and Environment Study

(Enter Project Name from Page 1 of Agreement)

CONSULTANT OR SUBCONSULTANT NAME: **Archaeological Consultants Inc. (Subconsultant)**

(A separate Attachment No. 1 should be included for each Subconsultant)

Project Position or Classification (Function to be Performed)	Current Direct* Payroll Average Hourly Rate	Multiplier**	Hourly Rate to be Charged (Column 2x3)
Project Manager	43.30	3.0014	129.96
Principal Investigator	43.30	3.0014	129.96
Architectural Historian	20.00	3.0014	60.03
Project Archaeologist	20.81	3.0014	62.46
Design Technician	18.35	3.0014	55.08
Technician	13.32	3.0014	39.98
Clerical	14.05	3.0014	42.17

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



ATTACHMENT NO. 1 TO EXHIBIT B

Date: June 21, 2002

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

for

County Road 951 Project Development and Environment Study

(Enter Project Name from Page 1 of Agreement)

**CONSULTANT OR SUBCONSULTANT NAME: AIM Engineering & Surveying, Inc. (Subconsultant)**

(A separate Attachment No. 1 should be included for each Subconsultant)

Project Position or Classification (Function to be Performed)	Current Direct* Payroll Average Hourly Rate	Multiplier**	Hourly Rate to be Charged (Column 2x3)
Registered Land Surveyor	32.25	3.0164	\$97.28
CADD Technician	22.19	3.0166	\$66.94
Four Man Party Crew Rate			\$1,294.00

\*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 Subconsultant listed in Exhibit 'D'.

**NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS**

for CR 951 PD&E Study  
for

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME **DRMP**  
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.29/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$85.00
Meals: (Breakfast)	NTE \$3.00
(Lunch)	NTE \$6.00
(Dinner)	NTE \$12.00
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
<b>NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).</b>	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed

CMO:033  
09/25/01

ATTACHMENT NO. 2 TO EXHIBIT B

Date:

June 21, 2002

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

CR 951 PD&E Study

for

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME *Cella & Assoc.*  
 (A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.29/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$85.00
Meals: (Breakfast)	NTE \$3.00
(Lunch)	NTE \$6.00
(Dinner)	NTE \$12.00
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*List other specific project related reimbursables (i.e. film/developing):	
<b>NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).</b>	
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NOTE: N.T.E. indicates Not-To-Exceed

**ATTACHMENT NO. 2 TO EXHIBIT B**

Date: June 21, 2002

**NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS**

CR 951 PD&E Study

for

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME TYLID  
 (A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.29/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$85.00
Meals: (Breakfast)	NTE \$3.00
(Lunch)	NTE \$6.00
(Dinner)	NTE \$12.00
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
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Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
<b>NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).</b>	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed

**ATTACHMENT NO. 2 TO EXHIBIT B**

Date: June 21, 2002

**NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS**

for CR 951 PD&E Study

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME *Quest Ecology*  
 (A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.29/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$85.00
Meals: (Breakfast)	NTE \$3.00
(Lunch)	NTE \$6.00
(Dinner)	NTE \$12.00
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11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
<b>NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).</b>	
Administrative Services Fee -- Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed





ATTACHMENT NO. 2 TO EXHIBIT B

Date: June 21, 2002

**NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS**

CR 951 PD&E Study

for

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME A Im  
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.29/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$85.00
Meals: (Breakfast)	NTE \$3.00
(Lunch)	NTE \$6.00
(Dinner)	NTE \$12.00
Reproduction (Photocopy)   8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
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Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
<b>NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).</b>	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed



EXHIBIT C

Date: June 21, 2002

**TIME AND SCHEDULE PERFORMANCE**

for  
County Road 951 Project Development & Environment Study  
(Enter Project Name from Page 1 of the Agreement)

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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 are established pursuant to Article 6.00 of this Agreement.

Phase and/or Task Reference as Enumerated in EXHIBIT A	Name of Title of Phase and Task	No. of Calendar Days for Completion of Each Phase and/or Task	Cumulative No. of Calendar Days for Completion from Date of Notice to Proceed
Task 1	Preliminary Matters	90	
Task 2	Public & Agency Involvement	1005	
Task 3	Environ. Data Collection, Analysis and Reports	1005	
Task 4	Engineering Data Collection, Analysis and Reports	1005	
Task 5	Federal Funds	0	
Task 6	FHWA/FDOT Coordination	0	
Task 7	Design/Right-of-Way Surveys	0	
Task 8	Right-of-Way Mapping	0	
Task 9	Geotechnical	0	
Task 10	Non-Personnel Reimbursement Expenses and Cost	0	
Task 11	Optional Services	0	
Task 12	Study Requirements and Provisions for Work	1005	
			1095

EXHIBIT D

Date : June 21, 2002

**CONSULTANT'S ASSOCIATED SUBCONSULTANT(S) AND SUBCONTRACTOR(S)**

for

County Road 951 Project Development and Environment Study

(Enter Project Name from Page 1 of this Agreement)

CONSULTANT has identified the following Subconsultant(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 & Address of Individual or Firm	Disadvantage, Minority or WBE (if yes, indicate type)			Subconsultant Services Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
Public Involvement	Cella & Associates, Inc. 2125 First Street, Suite 201 Fort Myers, Florida 33901	X		MBE	Yes	
Environmental Analysis (Air and Noise Impacts)	T.Y. Lin International 10500 University Center Drive, Suite 155 Tampa, Florida 33612		X		Yes	
Environmental Data Collection	Quest Ecology, Inc. 1078 Chert Rock Trail Lithia, Florida 33547-1304	X		DBE	Yes	
Soils Survey and Contamination Impacts	Geotechnical & Environmental Consultants, Inc. 1230 East Hillcrest Street Orlando, Florida 32803-4713	X		DBE	Yes	
Cultural Resources Assessment Survey	Archaeological Consultants, Inc. 8110 Blaikie Court, Suite A Sarasota, Florida 34240	X		DBE WBE	Yes	
Field Surveys	AIM Engineering & Surveying, Inc. 5300 Lee Boulevard Lehigh Acres, Florida 33971-1026		X		Yes	
Notes:	1) Cella is certified with Lee County as an MBE.					
	2) Quest is certified with FDOT and the Lee County Port Authority as a DBE.					
	3) GEC is certified with FDOT as a DBE.					
	4) ACI is certified with FDOT as a DBE and with Lee County as both a DBE and WBE.					

Date: June 21, 2002

PROJECT GUIDELINES AND CRITERIA

for CR 951 PD&E Study

(Enter Project Name from Page 1 of the Agreement)

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

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

Item No. 1

None

TRUTH IN NEGOTIATION CERTIFICATE

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Lec County Board of County Commissioners for the project known as:

CR 951 Project Development and Environment Study

(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:

Dyer, Riddle, Mills and Precourt Inc. (DRMP, Inc.)

Jon S. Meadows

BY: Jon S. Meadows, P.E.

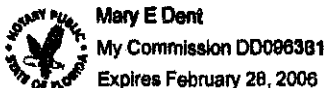
TITLE: Vice President

The foregoing instrument was signed and acknowledged before me this 10 day of July, \_\_\_\_\_, by Jon S. Meadows who has produced personally known as \_\_\_\_\_ (Print or Type Name) (Type of Identification and Number) as identification.

Mary E. Dent  
Notary Public Signature

Mary E. Dent  
Printed Name of Notary Public

Notary Commission Number/Expiration



CMO:  
00/00/00

Client#: 5854

DYERRID3

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/16/02

PRODUCER
Suncoast Insurance Associates
P.O. Box 22668
Tampa, FL 33622-2668
813 289-5200
INSURED
Dyer, Riddle, Mills & Precourt, Inc.
1505 East Colonial Drive
Orlando, FL 32803-4780

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE
INSURER A: United States Fidelity & Guaranty
INSURER B: Security Ins of Hartford
INSURER C: St Paul Fire & Marine
INSURER D:
INSURER E:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFFECTIVE DATE, POLICY EXPIRATION DATE, LIMITS. Rows include General Liability, Automobile Liability, Garage Liability, Excess Liability, Workers Compensation and Employers' Liability, and Other Professional Liability.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Professional Liability is written on a claims made and reported basis.
Project: Lee County Professional Services Agreement CR951 from the Lee/Collier County line to Alico Road
Project Development Environment study. The Certificate Holder is also added as Additional Insured with respect to the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER: Lee County Board of County Commissioners
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL...
AUTHORIZED REPRESENTATIVE signature

## **IMPORTANT**

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

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

## **DISCLAIMER**

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