

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20030241

1. REQUESTED MOTION:

ACTION REQUESTED: Approve waiving of the formal process for BW-03-04 and enter into a Service Provider Agreement with the University of South Florida, Board of Trustees, a public body corporate for its Center for Urban Transportation Research (CUTR), for the preparation of the Transit Development Plan (TDP) in the amount of \$91,097.00. Authorize Chairman to execute the Services Provider Agreement.

WHY ACTION IS NECESSARY: In accordance with the Lee County Contract Manual, approved by the Board on April 21, 1993, bid waivers and expenditures in excess of \$50,000.00 must be approved by the Board.

WHAT ACTION ACCOMPLISHES: Allows for the execution of a contract between Lee Tran and CUTR, a state agency, which pursuant to Florida Statutes Section 287.057, contractual services awarded to independent non-profit colleges in the State are exempt from competitive sealed bidding. CUTR specializes in Long Range Financial and Planning Studies for Transit Agencies.

2. DEPARTMENTAL CATEGORY:

Independent Lee Transit
COMMISSION DISTRICT #:

C6E

3. MEETING DATE:

03-18-2003

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 _____
 - C. DIVISION Lee Transit
- BY: Steve Myers, Director

Steve Myers

7. BACKGROUND:

The TDP is a strategic policy and long range financial plan that outlines the next five year (2003 - 2007) outlook of the agency's vision for public transportation and identifies an implementation program to establish priorities for service improvements. This document is required to be developed and maintained by LeeTran in order to remain eligible for state funding.

The document requires a major revision every three years and minor revisions each year. CUTR specializes in this type of document and prepared the last major update in 2000. Therefore, Lee Tran recommends we execute an agreement with the agency to prepare the major revision to the TDP. The cost of this contract is \$91,097 and is funded at 80% by FTA.\$72,877 and 20% funded by Lee County \$18,220.

Funds have been budgeted in K15440148640.503190 (Independent Division, Transit, Fixed Route, Capital Fund, Other Professional Services.)

- Attachments: 1. Justification Memos dated 1/30/02 and 1/31/03
2. Two (2) Original Service Provider Agreements with CUTR

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

| A Department Director | B Purchasing or Contracts | C Human Resources | D Other | E County Attorney | F Budget Services <i>3/6/03</i> | | | | G County Manager |
|-------------------------------------|-------------------------------------|-------------------------|------------|-------------------------------------|---------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|---------------------|
| | | | | | OA | OM | Risk | GC | |
| <i>Steve Myers</i> <i>3/5/03</i> | <i>[Signature]</i> <i>3/6/03</i> | N/A | | <i>[Signature]</i> <i>3/6/03</i> | <i>[Signature]</i> <i>3-6-03</i> | <i>[Signature]</i> <i>3/6/03</i> | <i>[Signature]</i> <i>3/6/03</i> | <i>[Signature]</i> <i>3/6/03</i> | <i>[Signature]</i> |

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *3-6-03*
Time: *11:25AM*
Forwarded To:
3-6-03 1:45
[Signature]

**RECEIVED BY
COUNTY ADMIN.**
3-6-03
1:45
COUNTY ADMIN.
FORWARDED TO: *[Signature]*
3/6/03
[Signature]

MEMORANDUM

from the
TRANSIT DIVISION

DATE: January 30, 2003

TO: William H. Hammond
Deputy County Manager

FROM: Steven L. Myers *SM*
Director

**RE: AUTHORIZATION TO WAIVE THE
COMPETITIVE NEGOTIATION PROCESS**

Each year Lee County Transit must complete a Transit Development Plan, or T.D.P., pursuant to Florida Statutes 341.07 in order to remain eligible for continued state funding. A major update of this plan is required every three years, the next of which is due prior to July 1, 2003. This major update is too time intensive for the current staff to accomplish while handling their other duties.

The Center for Urban Transportation (CUTR) is part of the college of Engineering at USF and has been designated as a National Center for Transit Research. F.S. 287.057 (3)(f)(13) allows procurement of such services from governmental agencies without competitive bidding. We ask that we be allowed to waive the competitive negotiation process and contract with the Center for Urban Transportation Research, University of South Florida, a governmental entity which specializes and performs many of the Transit Development Plans in the State. The cost of the project is \$91,097 and is reasonable for the scope of the project, which includes the TDP and On-Board Survey. CUTR completed our last major TDP update in 2000.

I authorize LeeTran to seek Board approval to waive the competitive negotiation process for the project known as the Lee County Transit Development Plan.

W.H.H.
William H. Hammond
Deputy County Manager

1/30/03
Date

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this _____ day of _____, 2003, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and University of South Florida, Board of Trustees, a public body corporate for its Center of Urban Transportation Research hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the Transit Development Plan, Systemwide Ride Check services of said PROVIDER as further described herein; and,

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

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

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

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated February 6, 2003, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

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

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

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

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

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

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

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

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

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

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

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

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

- (1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.
- (2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.

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

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

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

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement. ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

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

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated February 6, 2003, which is attached hereto and made a part of this Agreement.

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

4.3 METHOD OF PAYMENT.

(1) MONTHLY STATEMENTS.

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

(2) PAYMENT SCHEDULE.

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

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

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

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, 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 CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, canceled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

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

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

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

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

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

ARTICLE 6.0 - SECURING AGREEMENT

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

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

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

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated February 6, 2003, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 8.0 - APPLICABLE LAW

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

ARTICLE 9.0 - NON-DISCRIMINATION

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

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

- (1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting there from, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- (2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater
- (3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverages described herein and as are required by law to be provided on behalf of their employees and others.
- (4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

- (1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverages of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverages.

- (2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.
- (3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.
- (4) Each Certificate of Insurance shall include the following:
 - (A) The name and type of policy and coverages provided;
 - (B) The amount or limit applicable to each coverage provided;
 - (C) The date of expiration of coverage.
 - (D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and
 - (E) Cancellation - Should any of the described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named.
- (5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the PROVIDER shall furnish to the COUNTY renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the PROVIDER to provide the COUNTY with such renewal certificate(s) shall be justification for the COUNTY to terminate this Agreement.

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The PROVIDER shall obtain and maintain the following insurance coverages:

- (1) WORKERS' COMPENSATION
 Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. In addition, the policy shall include the following:
 - (A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$100,000 for each accident, whichever limit is greater.
 - (B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the COUNTY with thirty (30) days prior written notice of cancellation and/or restriction.
- (2) COMMERCIAL GENERAL LIABILITY
 Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and shall include the following:
 - (A) Minimum limits of \$200,000 per occurrence and \$300,000 aggregate for Bodily Injury Liability and a minimum limit of \$300,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

- (B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) BUSINESS AUTOMOBILE LIABILITY

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

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

(4) PROFESSIONAL LIABILITY

Coverage shall include the following:

- (A) A minimum aggregate limit of \$ N/A
- (B) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self-insurance program, provide an applicable deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of (4) coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the PROVIDER responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, or amount of sovereign immunity, the PROVIDER shall be required to provide written documentation that is acceptable to the COUNTY establishing that the PROVIDER has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

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

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

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

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

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

ARTICLE 14.0 - MAINTENANCE OF RECORDS

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

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

ARTICLE 15.0 - HEADINGS

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

ARTICLE 16.0 - ENTIRE AGREEMENT

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

ARTICLE 17.0 - NOTICES AND ADDRESS

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

Lee County Board of County Commissioners
P O Box 398
Fort Myers FL 33902-0398
Attention: Transit Division

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

Center of Urban Transportation Research (CUTR)
College of Engineering University of South Florida
A Division of Sponsored Research
4202 E Fowler Avenue
Tampa FL 33620-7900
Attention: Priscilla Pope, Director

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

ARTICLE 18.0 - TERMINATION

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

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

ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.0 - ACCEPTANCE

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

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

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT
Charlie Green, Clerk

BOARD OF COUNTY COMMISSIONERS

BY: _____

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM

BY: _____
County Attorney's Office

ATTEST:

University of South Florida, Board of Trustees, a
(CONSULTANT) public body corporate for its
Center for Urban Transportation
Research

Ane Gallahan
(Witness)

BY: Sara E. Anderson
(Authorized Signature) Asst. Director

Kristina W. Aldner
(Witness)

Director, Sponsored Research

(Title)

DATE: 2/18/03

CORPORATE SEAL:

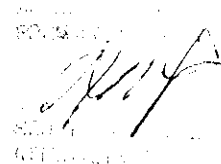


EXHIBIT A

Date: 2/6/03

SCOPE OF PROFESSIONAL SERVICES

for Transit Development Plan, Systemwide Ride Check,
(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 this PROFESSIONAL SERVICES AGREEMENT or SERVICE PROVIDER AGREEMENT:

The Center for Urban Transportation Research (CUTR) shall update the Transit Development Plan for Lee Tran as required by FS 341.052, Systemwide Ride Check, Comprehensive Operations Analysis and Bus Stop Inventory. This document shall meet the approval of both Lee County and the Florida Department of Transportation (FDOT) The document shall meet all requirements of FS 341.052.

See attached detail scope of services.

**Scope of Services
Lee County Five-Year
Transit Development Plan
2003-2007**

Lee County Transit (LeeTran), the division of Lee County government that operates the fixed-route public transportation system, is responsible for the production of a transit development plan (TDP). The Florida Department of Transportation (FDOT) requirements and guidelines for transit development plans call for a description of the transit agency's vision for public transportation along with an assessment of transit needs in the study area and the development of a staged implementation program to set priorities for improvements. FDOT requires a TDP in order to maintain eligibility for state Block Grant funding.

The transit development plan is also a policy document that integrates transit goals and objectives with those of other adopted plans, including the transportation plan and the comprehensive plan. FDOT strongly encourages a strategic approach to the planning process and emphasizes the importance of public participation in the preparation of the transit development plan.

This scope of services has been prepared by the Center for Urban Transportation Research (CUTR) at the University of South Florida, and defines the tasks it will complete for LeeTran. It is based on the original sample scope of services developed by FDOT and on CUTR's work in developing the manual to guide the preparation of TDPs. The scope also builds on CUTR's experience in conducting transit studies and preparing transit development plans for other agencies in Florida.

CUTR is part of the College of Engineering at USF and has been designated in the Transportation Efficiency Act of the 21st Century (TEA-21) as a National Center for Transit Research. Florida Statutes 287.057(3)(f)(13) allows procurement of such services from governmental entities without competitive bidding.

Task I. Establish a Review Committee

A review committee will be established to monitor and provide input to the project and to evaluate deliverables produced by CUTR. The review committee will be comprised of approximately five members. It is anticipated that the LeeTran Director will chair this committee.

Members of the committee will be selected by the LeeTran Director and CUTR. The review committee will review each deliverable (specified in the individual tasks). CUTR will respond to all recommendations from the committee.

Task II. Compile Base Data

Demographic, economic, and transportation data for the study area will be collected by CUTR with assistance from LeeTran and the MPO. CUTR will take the lead in the conduct of interviews and the non-user discussion groups.

- A. Demographic and economic data will be collected for the study area to provide historical background and a description of the area. The 2000 Census of Population and Housing and the Bureau of Economics and Business Research (BEBR) of the University of Florida will be used as primary data sources, supplemented by data currently available from the MPO and LeeTran. Data to be compiled include the following:
- physical description of area
 - population by age and income
 - population density
 - housing density
 - employment density
 - labor force
 - auto ownership
 - tourist and visitor levels
 - transportation disadvantaged population
 - land uses and densities
 - major trip generators
 - area roadway and traffic conditions, including levels of service, current or projected capacity deficiencies, and current and planned transit routes
- B. CUTR will assess community perceptions of transit. A discussion group consisting of members of the MPO Citizen Advisory Committee will be used to identify issues and opportunities. Although not intended to provide a statistically valid sample, a discussion group is an excellent tool for revealing attitudes of a particular group (in this case, non-users) because of the open-ended nature of group discussions.

- C. CUTR will assess attitudes of key local officials and community leaders regarding current transit service. CUTR will assess political leaders' views on funding transit projects. Policy issues of greatest local concern will be identified and discussed. Appropriate officials and community leaders will be selected with assistance from LeeTran. It is proposed that CUTR conduct a minimum of 15 interviews.

Deliverable: Technical Memorandum No. 1 will summarize demographic, economic, and transportation data, and results of the on-board surveys, discussion group, and interviews.

Task III. Identify Goals and Initiatives

CUTR, with assistance from LeeTran and the Review Committee, will develop goals and initiatives for LeeTran. These will be consistent with community goals. It is recognized that findings from later tasks may occasion revisions to the goals and objectives developed at this stage.

CUTR will also work closely with LeeTran in delineating a vision of where LeeTran wants to be in five years. This step is implicit in each task outlined in this scope of services, but is specifically mentioned here in conjunction with the goals and objectives.

- A. CUTR will review local plans and documents, including County and local government comprehensive plans, previous transit plans, and the transportation disadvantaged service plan, to identify and compile community goals and objectives relating to transit and mobility.
- B. CUTR will review the results of Task II, particularly the interviews with local officials and community leaders, to gain a better understanding of community goals and objectives relating to transit and mobility.
- C. CUTR will present draft goals and objectives to the Review Committee for approval.

Deliverable: Technical Memorandum No. 2 will outline goals and objectives for LeeTran, and demonstrate their connection with goals specified in other planning documents.

Task IV. Identify and Evaluate Existing Transit Services

LeeTran and MPO staff will assist in developing an inventory of all existing public and private transportation services operating in Lee County. These include providers of service to the transportation disadvantaged, intercity bus operators, and taxis.

CUTR will conduct an analysis of existing transit service in the study area. A review of LeeTran will be undertaken to assess the system using measures falling into three major categories: system performance, effectiveness, and efficiency. In addition, CUTR will compare LeeTran with other systems throughout Florida and the southeastern United States, using current and historical data collected by CUTR as part of its statewide performance evaluation efforts. The performance review will be used to assess the extent to which LeeTran is meeting the stated goals and objectives for transit service.

- A. CUTR will conduct a performance review of current LeeTran operations, focusing on system efficiency and effectiveness measures (see Table 1 for measures that might be used). A trend analysis will be conducted using historical operating data from the CUTR statewide performance evaluation, as well as current data collected in Task IV.

- B. System performance will be compared to similar systems within and outside Florida. The most recent available data will be used in these peer comparisons.

Deliverable: Technical Memorandum No. 3 will provide a performance review including a trend analysis and peer comparison. An appendix will include information on all existing transit services in Lee County.

Table 1. Performance Evaluation Indicators and Measures

| General Performance Indicators | Effectiveness Measures | Efficiency Measures |
|---|--|---|
| passenger trips passenger miles vehicle miles revenue miles vehicle hours route miles operating expenses capital expenses operating revenues total employees vehicles available for maximum service fuel consumption | vehicle miles per capita passenger trips per capita passenger trips per revenue mile passenger trips per vehicle hour revenue mileage between incidents revenue mileage between roadcalls | operating expenses per capita operating expenses per passenger trip operating expenses per passenger mile operating expenses per revenue mile farebox recovery ratio revenue miles per vehicle mile revenue miles per vehicle revenue hours per employee passenger trips per employee vehicle miles per gallon average fare |

Task V. Estimate Demand and Assess Needs

CUTR will first project LeeTran fixed-route and ADA ridership over a five-year plan period assuming current service levels are maintained. CUTR will then project demand for transit service in the study area over the same period assuming changes in the type and level of service.

Demand will be projected using several approaches. For example, ridership rates from peer systems with different levels of service and per-capita transit spending will be applied to the Lee County service area. Price and service elasticities will also be used to estimate the impact of changes in fares or service levels on ridership. Modifications to forecasts may be necessary to reflect impacts from new developments in certain geographic areas or the emergence of new market segments. Demand estimates will be compared to transit ridership at current levels of service. There will not be a demand forecast using computer network simulation.

The needs assessment will take into account travel origins and destinations, geographic areas served by the transit system, frequency and hours of service currently provided, and demographic characteristics of Lee County residents. Goals and initiatives from Task III will be considered in assessing the need for improved transit service, as will the results of the interviews and discussion groups. Potential target markets for new or expanded transit service will be identified and assessed.

The needs assessment will include an examination of possible intermodal connections and coordination of service with other operators. Impacts of the Americans with Disabilities Act of 1990 (ADA) will also be examined.

Analyses in Task V will be at the system level and will not yield route-specific service design or scheduling recommendations.

- A. CUTR will prepare ridership projections and demand estimates through the five-year plan period.
- B. CUTR will analyze the extent to which mobility needs are being met by existing transit services, including services for the transportation disadvantaged. Unmet needs and potential new markets will be highlighted.

CUTR will review and analyze needs, opportunities, and alternatives for transit operation in Lee County. Alternatives may range from the status quo (maintaining the existing mix of services) to a thorough restructuring of public transportation service, and will include consideration of special event services and Transportation Demand Management measures. These alternatives will be developed in conjunction with LeeTran and the Review Committee, and will support the community's and agency's vision of where it wants to be in five years.

The results of all previous tasks, particularly the needs assessment, will be considered in developing service delivery options for Lee County. Alternatives will be identified and analyzed at this stage without regard for costs, in line with the strategic intent of the TDP and the express wishes of FDOT in encouraging the TDP process.

Deliverable: Technical Memorandum No. 4 will contain ridership and demand projections and a needs assessment.

Task VI. Formulate Five-Year Transit Development Program

CUTR will prepare a five-year TDP, based on the results of Tasks II, III, IV, and V and with ample input from the Review Committee. This will not be a service plan; operational analysis and route-specific changes are not within the scope of the TDP. Instead, the TDP will be policy-oriented and strategic in nature; it will integrate transit into more general long-range planning efforts such as the local comprehensive plan and planning for the ADA.

The following elements will be included in the plan:

- A. Institutional, organizational, and management structure.
- B. Alternatives and recommendations for meeting transit needs.
- C. Five-year capital improvements, both programmed and desired.
- D. Five-year financial plan, including projected operating and capital expenses, and projected revenue and funding. A discussion of financial capacity will be included.
- E. A list of recommendations for which no funding source is identified.
- F. Monitoring program to track performance measures, possibly including a process to implement service changes.
- G. Policy element ensuring that transit goals and objectives are consistent with and support the local comprehensive plan and other planning initiatives.

CUTR will prepare and, as requested, present to the public in a workshop format, the Lee County Board of County Commissioners, the Metropolitan Planning Organization, and other organizations, a draft TDP that includes all elements identified above. The relationship between the TDP and the County's Comprehensive Plan, Long Range Transportation Plan and the MPO Transportation Plan will be addressed. The Draft TDP will contain policies and strategies to implement the proposed plan, including the development of new funding sources.

Deliverable: CUTR will submit twenty-five (25) copies of the Draft TDP for review, comment, and acceptance.

Following presentation, review and acceptance of the Draft TDP, CUTR shall prepare and submit the Final TDP document.

Deliverable: Ten (10) copies of the TDP will be prepared by CUTR and be provided to LeeTran for consideration and adoption. CUTR will also prepare and give to LeeTran one CD containing the TDP (in Word or WordPerfect format, client's preference) and all associated graphics.

Budget
Five-Year Transit Development Plan (TDP)

| | |
|--|-----------------|
| Salaries..... | \$34,964 |
| Fringe Benefits..... | <u>\$10,991</u> |
| Total Labor Costs | \$45,955 |
| Travel | \$2,000 |
| Printing, Telephone, Supplies | <u>\$2,045</u> |
| Total Labor and Other Direct Costs..... | \$50,000 |
| Indirect Costs @ 20% | <u>\$10,000</u> |
| Total TDP Costs | \$60,000 |

Scope of Services

Lee County On-Board Surveys

With assistance from LeeTran, CUTR will develop on-board surveys designed to capture demographic, travel behavior, and rider satisfaction data from LeeTran fixed-route and beach trolley riders. This information will enable LeeTran to focus on relevant transit needs and issues such as modifying bus schedules, locating bus stops, modifying fare structure, planning, focusing marketing campaigns, and identifying historical trends.

Task I. On-Board Surveys

CUTR will administer weekday surveys for the fixed-route system and the trolley system on Ft. Myers Beach and Bonita Springs. The surveys will be performed on every other trip for routes with more than one bus. Every trip will be surveyed on routes served by only one bus. A surveyor will hand out surveys to all riders. The surveyors will be available to assist with filling out the surveys as necessary. The number of completed surveys will be weighted to weekday average ridership to represent the total ridership by route and for the system as a whole.

Tables and figures will be developed showing the results from the on-board survey. Cross-tabulations of certain questions will be completed as appropriate. Comparisons will also be made to the 1994, 1997 and 2000 on-board surveys.

Deliverable: It is anticipated that the on-board survey would be conducted within the time frame of the TDP, allowing the results to be included in Technical Memorandum No. 1 of the TDP.

**Budget
On-Board Survey**

| | |
|--|-----------------|
| Salaries..... | \$11,829 |
| Fringe Benefits..... | <u>\$3,549</u> |
| Total Labor Costs | \$15,378 |
| Travel | \$2,000 |
| Temporary Personnel | \$6,500 |
| Printing, Telephone, Supplies | <u>\$1,000</u> |
| Total Labor and Other Direct Costs..... | \$24,878 |
| Indirect Costs @ 20% | <u>\$4,167</u> |
| Total On-Board Survey Costs | \$31,097 |

STAFFING

A brief description of the principal staff persons assigned to the project and their responsibilities is provided below.

Bill Morris, Senior Research Associate, will be the overall project director. Mr. Morris has 14 years of transit planning experience, and has been heavily involved in public transportation planning in the State of Florida, including LYNX (Central Florida Regional Transportation Authority) and HARTline in Tampa. Mr. Morris will be the project manager, responsible for overall project direction and deliverables.

Jay Goodwill, Senior Research Associate, will assist with elements of the TDP and On-board survey portions of the project. Mr. Goodwill has extensive experience in the Florida transit industry, serving for 22 years as the Director of the Sarasota County Area Transit system.

Chris DeAnnuntis, Research Associate, brings expertise in transit operations, scheduling, and runcutting at both HART in Tampa, and SCAT in Sarasota County. Mr. DeAnnuntis will assist in the development of the TDP and ridecheck.

The project team will include faculty, students, and secretarial and other support staff who will work directly on the project and whose costs are included in the direct costs of the project.

GENERAL

Familiarity with the transit service area is vital to the successful preparation of a transit development plan. Accordingly, CUTR will make trips as necessary to Lee County for activities such as a "kick-off" meeting, conduct of the interviews and discussion groups, surveys of riders and operators, conduct of the ridecheck, public meetings midway through the study, and final presentations.

On-site meetings will generally be scheduled in conjunction with deliverables. CUTR will also provide quarterly project reports.

As noted in the description of Task 1, the review committee chaired by LeeTran's Director will have final say over all technical memoranda and reports. CUTR will respond to comments from the committee.

Additional research associates and graduate students employed by CUTR will be involved in various phases of the project. Other researchers and graduate students may be added to the staffing team for this project as the need arises.

PROJECT SCHEDULE

| | |
|----------------------------------|-----------------|
| Technical Memorandum No. 1 | March 15, 2003 |
| Technical Memorandum No. 2 | April 1, 2003 |
| Technical Memorandum No. 3 | May 1, 2003 |
| Technical Memorandum No. 4 | May 15, 2003 |
| Draft TDP | June 12, 2003 |
| Project End Date | August 31, 2003 |

COMPENSATION AND METHOD OF PAYMENT

for Transit Development plan, Systemwide Ride Check,

(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 (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

| Task Number | Task Title | Amount of Compensation | Indicate Basis of Compensation LS or NTE | If Applicable Indicate (W.I.P.P.) |
|-------------|--------------------------|------------------------|--|-----------------------------------|
| | Transit Development Plan | 60,000.00 | | |
| | On-Board Survey | 31,097.00 | | |
| TOTAL | | \$91,097.00 | LS | |

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

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

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

Section 3. REIMBURSABLE EXPENSES AND COSTS

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

EXHIBIT C

Date: 2/6/03

TIME AND SCHEDULE OF PERFORMANCE

for Transit Development plan, Systemwide Ride Check,

(Enter Project Name from Page 1 of the Agreement)

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

| Phase and/or Task Reference AS Enumerated in EXHIBIT "A" | NAME OR TITLE OF Phase and/Task | Number Of Calendar Days For Completion Of Each Phase And/or Task | Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed |
|--|---------------------------------|--|--|
| | | | |
| | Completion of plan 8/31/03 | | |
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EXHIBIT D

Date:

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

for Transit Development plan, Systemwide Ride Check,

(Enter Project Name From Page 1 of This Agreement)

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

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

| Service and/or work to be Provided or Performed | Name and Address of Individual or Firm | Disadvantaged, Minority, or Women Business Enterprise, (If Yes, Indicate Type) | | | Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage | |
|---|--|--|----|------|---|----|
| | | Yes | No | Type | Yes | No |
| | NONE | | | | | |

EXHIBIT E

Date: 2/6/03

PROJECT GUIDELINES AND CRITERIA

for Transit Development plan, Systemwide Ride Check,

(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

Provider will make trips as necessary to Lee County for activities such as a "kick-off" meeting. Conduct interviews and discussion groups, surveys or riders and operators, conduct the ridecheck and other COA-related analyses, public meetings midway through the study, and final presentations.

Onsite meetings will generally be scheduled in conjunction with deliverables. Provider will also provide quarterly project reports.

Item No. 2

The review committee chaired by LeeTran's Director will have the final say over all technical memoranda and reports. Provider will response to comments from the committee.

Date: 2/6/03

AMENDMENT TO ARTICLES

for Transit Development plan, Systemwide Ride Check.

(Enter Project Name from Page 1 of the Agreement)

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

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

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

AMENDMENT NO. 1

ARTICLE No. 3.5 is hereby amended as follows:

LIBAILITY - PROVIDER TO HOLD COUNTY HARLESS
Add to the beginning of the first paragraph the following
To the extent permitted by Florida law, the Provider shall...

AMENDMENT NO. 2

ARTICLE No. 10.0 is hereby amended as follows:

INSURANCE

Delete this article in its entirety. As an agency of the State of Florida the University of South Florida is covered by the Florida Casualty Risk Management Trust Fund as specified in FS Chapter 284, Part II, Section 76828, and any rules promulgated thereunder.

AMENDMENT NO. 3

ARTICLE No. 11.0 is hereby amended as follows:

Delete this article in its entirety. The PROVIDER is an institution of the State of Florida, and its "self-insurance" limitations are provided by law. The Provider is provided with comprehensive general liability insurance with limits of coverage of \$100,000 per person, \$200,000 per occurrence, pursuant to the terms and limitations of Florida Statutes Chapter 284, Part II, Section 768.28. Workers Compensation insurance is maintained in full compliance with Florida law.