

Lee County Board Of County Commissioners

Agenda Item Summary

Blue Sheet No. 20030950

1. **REQUESTED MOTION:**

ACTION REQUESTED: Award Professional Services Agreement for CN-02-31 BURNT STORE ROAD-VETERAN'S PARKWAY-COLONIAL BOULEVARD CORRIDOR STUDY, to PBS&J for \$780,766 and approve various transfers between projects within the Veteran's Memorial Parkway. Amend FY 03-07 CIP.

WHY ACTION IS NECESSARY: Board approval required.

WHAT ACTION ACCOMPLISHES: Provides a Consultant that will perform those services required for a Corridor Study. The project limits of the Corridor study will be from the Charlotte County Line, south along Burnt Store Rd., continuing south and then east along Veterans Parkway, then continuing east along Colonial Blvd. (SR 884) to I-75. The project limits may need to extend north into Charlotte County along Burnt Store Rd. - Jones Loop Rd. to I-75.

2. **DEPARTMENTAL CATEGORY:**
COMMISSION DISTRICT #:

C9A

3. **MEETING DATE:**

09-02-2003

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 Transportation
- C. DIVISION
- BY: Scott Gilbertson, Director

7. **BACKGROUND:**

On December 3, 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) PBS&J; (2) T.Y. Lin International; (3) HDR Engineering; and (4) David Plummer & Associates.

Contract Negotiations were successful with the number one ranked firm, PBS&J and requires Board approval of the final agreement.

Funds will be available in account string 20408530721.506510 upon approval of attached transfers.

Attachment: 1. Two (2) original Professional Services Agreements for Execution.

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	
8/15/03 <i>[Signature]</i>	<i>[Signature]</i>	NA	SAO 8/18	<i>[Signature]</i>	<i>[Signature]</i> 8/18/03	8/20/03	8/18/03	8/18/03	<i>[Signature]</i> 8-15-03

10. **COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 8/18/03
2:48
Forwarded To:
Budget
8/18/03 4:00pm

RECEIVED BY
COUNTY ADMIN: *[Signature]*
8/18/03
4:50pm
COUNTY ADMIN
FORWARDED TO:
8/20/03
NAN

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Loc. Opt. Gas Tax Rev. S95 DATE: 08/11/03 BATCH NO. _____

FISCAL YEAR: 2003 FUND #: 31202 DOC TYPE: YB LEDGER TYPE: BA

TO: Capital Projects Transportation Projects
 (DIVISION NAME) (PROGRAM NAME)

NOTE: PLEASE LIST THE ACCOUNT NUMBER BELOW IN THE FOLLOWING ORDER:
 FUND #-DEPT/DIV #-PROGRAM #-OBJECT CODE #-SUBFUND #-PROJECT#-COST CENTER #.
 (EXAMPLE: BB5120100100.503450)

ACCOUNT NUMBER	OBJECT NAME	DEBIT
20502031202.506540	Improvements Construction	\$ 15,143

TOTAL TO: \$ 15,143

FROM: Capital Projects Transportation Projects
 (DIVISION NAME) (PROGRAM NAME)

ACCOUNT NUMBER	OBJECT NAME	CREDIT
20460131202.506540	Improvements Construction	\$15,143

TOTAL FROM: \$ 15,143

EXPLANATION To utilize bond proceeds within Veteran's Corridor

DIVISION DIRECTOR SIGNATURE _____ DATE _____	<i>[Signature]</i> <u>8/15/03</u> DEPARTMENT DIRECTOR SIGNATURE DATE
DBS: APPROVAL <input checked="" type="checkbox"/> DENIAL _____	<i>[Signature]</i> <u>8-18-03</u> OPERATIONS ANALYST SIGNATURE DATE
APPROVAL <input checked="" type="checkbox"/> DENIAL _____	<i>[Signature]</i> <u>8/20/03</u> BUDGET OPERATIONS MANAGER SIGNATURE DATE
CO. ADMIN.: APPROVAL _____ DENIAL _____	_____ CO. ADMIN. SIGNATURE DATE
BCC APPROVAL DATE _____	_____ BCC CHAIRMAN SIGNATURE

BA NO: _____ AUTH CODE: _____ TRANS DATE: _____ REV. 05/93

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Trans. Fac. - Comm. Paper DATE: 08/11/03 BATCH NO. _____

FISCAL YEAR: 2003 FUND #: 42132 DOC TYPE: YB LEDGER TYPE: BA

TO: Capital Projects Transportation Projects
 (DIVISION NAME) (PROGRAM NAME)

NOTE: PLEASE LIST THE ACCOUNT NUMBER BELOW IN THE FOLLOWING ORDER:
 FUND #-DEPT/DIV #-PROGRAM #-OBJECT CODE #-SUBFUND #-PROJECT#-COST CENTER #.
 (EXAMPLE: BB5120100100.503450)

ACCOUNT NUMBER	OBJECT NAME	DEBIT
20502042132.506540	Improvements Construction	\$ 159,235

TOTAL TO: \$ 159,235

FROM: Capital Projects Transportation Projects
 (DIVISION NAME) (PROGRAM NAME)

ACCOUNT NUMBER	OBJECT NAME	CREDIT
20460142132.506540	Improvements Construction	\$159,235

TOTAL FROM: \$ 159,235

EXPLANATION To utilize commercial paper within Veteran's Corridor

DIVISION DIRECTOR SIGNATURE	DATE	<i>[Signature]</i>	8/15/03
DBS: APPROVAL <input checked="" type="checkbox"/> DENIAL <input type="checkbox"/>		<i>[Signature]</i>	8-18-03
APPROVAL <input checked="" type="checkbox"/> DENIAL <input type="checkbox"/>		<i>[Signature]</i>	8/20/03
CO. ADMIN.: APPROVAL <input type="checkbox"/> DENIAL <input type="checkbox"/>			
BCC APPROVAL DATE			

BA NO: _____ AUTH CODE: _____ TRANS DATE: _____ REV. 05/93

REQUEST FOR TRANSFER OF FUNDS

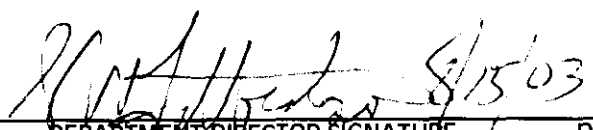
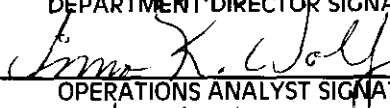

FUND NAME: TCI - Surplus Capital Cape Coral **DATE:** 08/11/03 **BATCH NO.:** _____
FISCAL YEAR: 2003 **FUND #:** 30721 **DOC TYPE:** YB **LEDGER TYPE:** BA
TO: Capital Projects Transportation Projects
 (DIVISION NAME) **(PROGRAM NAME)**

NOTE: PLEASE LIST THE ACCOUNT NUMBER BELOW IN THE FOLLOWING ORDER:
 FUND #-DEPT/DIV #-PROGRAM #-OBJECT CODE #-SUBFUND #-PROJECT#-COST CENTER #.
 (EXAMPLE: BB5120100100.503450)

<u>ACCOUNT NUMBER</u>	<u>OBJECT NAME</u>	<u>DEBIT</u>
<u>20408530721.506540</u>	<u>Improvements Construction</u>	<u>\$ 356,528</u>
TOTAL TO:		<u>\$ 356,528</u>

<u>ACCOUNT NUMBER</u>	<u>OBJECT NAME</u>	<u>CREDIT</u>
<u>20408730721.506540</u>	<u>Improvements Construction</u>	<u>\$150,000</u>
<u>20408930721.506540</u>	<u>Improvements Construction</u>	<u>\$ 40,000</u>
<u>20502030721.506540</u>	<u>Improvements Construction</u>	<u>166,528</u>
TOTAL FROM:		<u>\$ 356,528</u>

EXPLANATION: Reduce various projects where money is not needed to fund corridor study.

DIVISION DIRECTOR SIGNATURE _____ DATE _____	 <u>8/15/03</u> DEPARTMENT DIRECTOR SIGNATURE _____ DATE _____
DBS: APPROVAL <input checked="" type="checkbox"/> _____ DENIAL _____	 <u>8-18-03</u> OPERATIONS ANALYST SIGNATURE _____ DATE _____
APPROVAL <input checked="" type="checkbox"/> _____ DENIAL _____	 <u>8/20/03</u> BUDGET OPERATIONS MANAGER SIGNATURE _____ DATE _____
CO. ADMIN.: APPROVAL _____ DENIAL _____	CO. ADMIN. SIGNATURE _____ DATE _____
BCC APPROVAL DATE _____	BCC CHAIRMAN SIGNATURE _____

BA NO.: _____ **AUTH CODE:** _____ **TRANS DATE:** _____ REV. 05/93

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 20____, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and Post, Buckley, Schuh & Jernigan Inc. (PBS&J Inc.) hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the professional services of said CONSULTANT to provide and perform professional services as further described hereinafter concerning the Project to be referred to and identified as: CN-02-31 BURNT STORE ROAD-VETERANS' PARKWAY-COLONIAL BOULEVARD, 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 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 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 by a Change Order Agreement.

2.09 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 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 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 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 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 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), or SUPPLEMENTAL TASK AUTHORIZATION(S) issued thereunder.

2.13 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 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 CHANGE ORDER(S), or SUPPLEMENTAL TASK AUTHORIZATION(S) thereto.

2.14 LUMP SUM FEE(S)

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

2.15 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 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 Change Orders or Supplemental Task Authorizations authorized thereto; and

For the actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to Exhibit "B" to the above referenced Agreement and any 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 Change Orders or Supplemental Task Authorizations authorized thereto; and

with the understanding and agreement that the COUNTY shall pay the CONSULTANT for all such costs and expenses within the established Not-to-Exceed amount for each Task or Sub-Task subject to the CONSULTANT presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the COUNTY covering all such costs and expenses; and

with the understanding and agreement that the CONSULTANT'S invoices and all payments to be made for all Not-to-Exceed amounts shall be subject to the review, acceptance and approval of the COUNTY; and with the understanding and agreement that when the CONSULTANT'S compensation is established on a Not-to-Exceed basis for a specific Task(s) or Sub-Task(s) the total amount of compensation to be paid the CONSULTANT to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub-Consultant and SubContractor costs for any such specific Task(s) or Sub-Task(s) shall not exceed the amount of the total Not-to-Exceed compensation established and agreed to for each specific Task(s) or Sub-Task(s). In the event the amount of compensation for any Task(s) or Sub-Task(s) to which the CONSULTANT is entitled on the Not-to-Exceed basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the Not-to-Exceed amount established for the specific Task or Sub-Task, it is understood and agreed that any unexpended amount under a specific Task or Sub-Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task(s) or Sub-Task(s).

ARTICLE 3.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the CONSULTANT with respect to all the BASIC SERVICES and ADDITIONAL SERVICES authorized pursuant to this Agreement shall include, but not be limited to, the following:

3.01 LICENSES

The CONSULTANT agrees to obtain and maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to this Agreement.

3.02 PERSONNEL

(1) QUALIFIED PERSONNEL

The CONSULTANT agrees when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all BASIC SERVICES and ADDITIONAL SERVICES to be provided pursuant to this Agreement.

(2) CONSULTANT'S PROJECT DIRECTOR

The CONSULTANT agrees to employ and designate, in writing, a qualified and, if required by law, a licensed professional to serve as the CONSULTANT'S Project Director. The CONSULTANT'S Project Director shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement thereto. The CONSULTANT'S Project Director shall have full authority to bind and obligate the CONSULTANT on any matter arising under this Agreement unless substitute arrangements have been furnished to the COUNTY in writing. The CONSULTANT agrees that the Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the CONSULTANT throughout the entire period this Agreement is in effect. The person selected by the CONSULTANT to serve as the CONSULTANT'S Project Director shall be subject to the prior approval and acceptance of the COUNTY.

(3) REMOVAL OF PERSONNEL

The CONSULTANT agrees, within thirty (30) calendar days of receipt of a written request from the COUNTY, to promptly remove and replace the CONSULTANT'S Project Director, or any other personnel employed or retained by the CONSULTANT, or personnel of the sub-consultant(s) or subcontractor(s) engaged by the CONSULTANT to provide and/or perform services and/or work pursuant to the requirements of this Agreement, who the COUNTY shall request, in writing, be removed, which request may be made by the COUNTY with or without cause.

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the COUNTY. Time is of the essence for all of the duties and obligations contained in this Agreement thereto. The COUNTY may suffer damages in the event that the CONSULTANT does not accomplish and complete the required services in a timely manner. The CONSULTANT agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all BASIC SERVICES and ADDITIONAL SERVICES will be provided, performed and completed in a timely and diligent manner throughout.

3.04 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the CONSULTANT and by any Sub-Consultant(s) and/or SubContractor(s) engaged by the CONSULTANT as set forth in the Scope of Professional Services, Exhibit "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the COUNTY approves this Agreement, or which may subsequently be changed or revised. Any subsequent change or revision to such laws, rules, regulations, ordinances, codes, policies, standards or other guidelines which requires the CONSULTANT to provide and/or perform work and/or services which are significantly different from that set forth in the Scope of Professional Services, Exhibit "A", shall serve as a basis for the COUNTY to consider the development and issuance of a Change Order to provide for a change to, or Additional Services to the services set forth in the Agreement.

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) RESPONSIBILITY TO CORRECT

The CONSULTANT agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by CONSULTANT or by any sub-consultant(s) and/or subcontractor(s) retained or engaged by the CONSULTANT pursuant to this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of CONSULTANT or any sub-consultant(s) or subcontractor(s) engaged by the CONSULTANT.

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

Neither review, approval, or acceptance by the COUNTY of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and incidental professional services, work and materials furnished hereunder by the

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

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 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.

Date: 09/25/01

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT
(Continued)

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

3.09 RESPONSIBILITY FOR ESTIMATES

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

(2) The cost estimates of CONSULTANTS or SUB-CONSULTANTS engaged by CONSULTANTS, for the appraisal or valuation of property or easements, or the estimate of damages or costs associated with the acquisition of property or easements are exempted from the provisions of Article 3.09.

(3) Cost Estimates

(A) ORDER OF MAGNITUDE ESTIMATE

This is an approximate estimate made without detailed architect/engineering data. Examples include, but are not limited to, an estimate from cost-capacity curves, an estimate using scale-up or scale-down factors, and an approximate ratio estimate. This type of estimate shall be accurate within plus fifty percent (50.0%). If the bids, as described above, fail to meet this prescribed accuracy, the cost associated with the preparation and development of the ORDER OF MAGNITUDE ESTIMATE shall be recoverable by the COUNTY.

(B) BUDGET ESTIMATE

Budget in this case applies to the COUNTY'S budget and not to the budget as a project controlled document. A budget is prepared with the use of flowsheets, layouts, and equipment details. This type of estimate shall be accurate within plus twenty-five percent (25.0%). If the bids, as described above, fail to meet this prescribed accuracy, the cost associated with the preparation and development of the BUDGET ESTIMATE shall be recoverable by the COUNTY.

(C) CONSTRUCTION COST ESTIMATE.

A construction cost estimate for purposes of this Agreement is an estimate prepared on the basis of well defined engineering/architectural data and on detailed information set forth in specifications, designs or drawings which are to be used as a basis for obtaining bids or price proposals for constructing the project. This type of estimate shall be accurate within plus or minus ten percent (10%) of the cost of the construction of the project. The accuracy and reliability of a CONSTRUCTION COST ESTIMATE is vital to the COUNTY'S interests because it may be used for such purposes as, but not limited to the following; budgeting, obtaining, allocating or obligating funds for the project; evaluating and determining the reasonableness and acceptableness of bids or price proposals for construction projects; or establishing the assessment amounts for Municipal Service Benefit Units (M.S.B.U.).

In the event the COUNTY solicits and receives bids or price proposals from contractors on a construction project based on specifications, design, drawings and a CONSTRUCTION COST ESTIMATE prepared by the CONSULTANT, and the lowest bid or price proposal, submitted by a responsive and responsible bidder or proposer, which bid or price proposal exceeds the amount of the CONSULTANT'S CONSTRUCTION COST ESTIMATE by more than the percent accuracy set forth hereinabove, the CONSULTANT shall, upon notification by the COUNTY, assume responsibility for and proceed to provide and perform the following service without additional compensation:

The CONSULTANT will, subject to the review and approval of the COUNTY, modify at its expense the specifications, design, drawings and related bidding and contract documents to the extent necessary to reduce the anticipated construction costs so that the re-solicitation of bids or price proposals will realize bids or price proposals being received that are within the range of accuracy established for the CONSTRUCTION COST ESTIMATE prepared by the CONSULTANT. Any such modifications made by the CONSULTANT shall not conflict with the functional or operational requirements established by the COUNTY for the project and set forth in the Agreement or Change Order(s) or Supplemental Task Authorization(s) issued thereto, nor shall any such modifications conflict with established rules, regulations, requirements or professional standards pertaining to the design, specifications or drawings prepared by the CONSULTANT, nor shall such modifications adversely affect the safe use or operation of the constructed project.

In the event (1) the CONSULTANT'S modification of the design, specifications, drawings and related bidding and contract documents, and (2) the re-solicitation of bids or price proposals do not result in bids or price proposals being received from a responsive and responsible bidder or proposer that are within the established percent accuracy of the CONSULTANT'S CONSTRUCTION COST ESTIMATE, the costs associated with the CONSULTANT'S preparation and development of the CONSTRUCTION

(C) CONSTRUCTION COST ESTIMATE.(Continued)

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

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

4.02 AVAILABILITY OF COUNTY INFORMATION (Continued)

(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 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

5.02 ADDITIONAL SERVICES (Continued)

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 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 CHANGE ORDER(S), and SUPPLEMENTAL TASK AUTHORIZATION(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 CHANGE ORDER(S), and/or SUPPLEMENTAL TASK AUTHORIZATION(S) thereunder.

(2) PAYMENT FOR SERVICES PERFORMED

The COUNTY shall pay the CONSULTANT for services performed using either of the following methods, or using a combination thereof:

- (A) The COUNTY shall pay the CONSULTANT on the basis of services completed for tasks set forth in Exhibits "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the CONSULTANT and accepted by the COUNTY. No payments shall be made for CONSULTANT'S work-in-Progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the CONSULTANT and accepted by the COUNTY. Whenever an invoice statement covers services for which no work product is required to be furnished by the CONSULTANT to the COUNTY, the COUNTY reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.
- (B) The COUNTY shall pay the CONSULTANT for services performed for tasks set forth in Exhibits "A" and "B" on the basis of an invoice statement covering CONSULTANT'S work-in-Progress expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such work-in-Progress percentages are subject to the review and approval of the COUNTY. The decision of the COUNTY shall be final as to the work-in-Progress percentages paid. Payment by the COUNTY for tasks on a work-in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the COUNTY of any such service or work-in-Progress. The CONSULTANT shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not

(2) PAYMENT FOR SERVICES PERFORMED (Continued)

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, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of SUPPLEMENTAL 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

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

for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 6.00 - TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

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

6.02 TIME OF PERFORMANCE

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

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

6.03 CONSULTANT WORK SCHEDULE

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

6.04 FAILURE TO PERFORM IN A TIMELY MANNER

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

ARTICLE 7.00 - SECURING AGREEMENT

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

ARTICLE 8.00 - CONFLICT OF INTEREST

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

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

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

ARTICLE 8.00 - CONFLICT OF INTEREST (Continued)

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

ARTICLE 9.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

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

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

ARTICLE 10.00 - APPLICABLE LAW

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

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

11.01 FOR PROJECTS WITH FUNDS APPROPRIATED FROM GENERAL LEE COUNTY REVENUES

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

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

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

ARTICLE 12.00 - WAIVER OF BREACH

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

ARTICLE 13.00 - INSURANCE

13.01 INSURANCE COVERAGE TO BE OBTAINED

- (1) The CONSULTANT shall obtain and maintain such insurance as will protect him from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the CONSULTANT, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- (2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
- (3) The CONSULTANT, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-Consultants and/or SubContractors obtain, have, and maintain the insurance coverages required by law to be provided.
- (4) The CONSULTANT shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

13.01 INSURANCE COVERAGE TO BE OBTAINED (Continued)

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

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

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

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

Environmental Analyses	Archeological Consultants, Incorporated
Public & Agency Coordination	Cella & Associates, Inc.
Express Corridor Evaluation	CRSPE, Inc.
Traffic Count Data/ Travel Surveys	Florida Transportation Engineering Inc.
Identification of Needs/ Engineering Analyses	JGK Consulting Corporation

13.01 INSURANCE COVERAGE TO BE OBTAINED Continued

- (6) The insurance coverage to be obtained by the CONSULTANT or by Sub-Consultants or Sub-Contractors engaged by the CONSULTANT, as set forth in Agreement Article 13.03 for: (1) workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; or (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in Agreement Exhibit "A" and all subsequent Change Order(s), or Supplemental Task Authorization(s). In the event the COUNTY shall execute and issue a written Change 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), or Supplemental Task Authorization(s) shall include consideration of any increased premium cost incurred by the CONSULTANT to obtain same.

13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

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

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

- (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 Task Authorizations, or Change Orders thereto, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a certificate of insurance the COUNTY will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

- (F) The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named."

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

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

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

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

13.03 - INSURANCE COVERAGES REQUIRED

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

(1) WORKERS' COMPENSATION

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

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

(2) COMMERCIAL GENERAL LIABILITY

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

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

(3) BUSINESS AUTOMOBILE LIABILITY

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

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

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

- (A) A minimum aggregate limit of \$1,000,000 .
- (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 SUPPLEMENTAL TASK AUTHORIZATION(S), and CHANGE ORDER(S) issued thereunder.

ARTICLE 15.00 - REPRESENTATION OF THE COUNTY (Continued)

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

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

ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS

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

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

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

Any use by the COUNTY of said documents, and data and information contained therein, obtained by the COUNTY under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the risk of the COUNTY, and without liability to the CONSULTANT. The COUNTY shall be liable and agrees to be liable for and shall indemnify, defend and hold the CONSULTANT harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional

ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS (Continued)

consultation services, and attorneys' fees arising out of the COUNTY'S use of such documents in a manner contrary to the provisions set forth hereinabove. The COUNTY hereby acknowledges receipt of \$10.00 (ten and no hundreds dollars) and other good and valuable consideration from the CONSULTANT which has been paid as specific consideration for the indemnification provided herein.

ARTICLE 17.00 - MAINTENANCE OF RECORDS

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

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the COUNTY, and provided further that to the extent provided by law the COUNTY shall retain all such records confidential.

ARTICLE 18.00 - HEADINGS

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

ARTICLE 19.00 - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, constitutes the entire Agreement between the parties hereto and shall supercede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

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

- (1) EXHIBIT "A" entitled "Scope of Professional Services" dated August 4th, 2003.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated August 4th, 2003.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated August 4th, 2003.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)", dated August 4th, 2003.

ARTICLE 19.00 - ENTIRE AGREEMENT (Continued)

- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated N/A , 20 .
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated August 4 , 2003.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles", dated N/A , 20 .

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
Department: Department of Transportation

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:

Post Buckley Schuh & Jernigan, Inc. (PBS&J Inc.)
(CONSULTANT'S Business Name)

5300 West Cypress Street, Suite 300
(Street/P.O. Box)

<u>Tampa</u>	<u>Florida</u>	<u>33607</u>
(City)	(State)	(Zip Code)

Telephone Number: (813) 282-7275 x 505
 Fax Number: (813) 287-1690

ATTENTION: Sharon Phillips, AICP, Vice President
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

Date: 09/25/01

ARTICLE 21.00 - TERMINATION (Continued)

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 a Supplemental Task Authorization or Change Order Agreement. The COUNTY shall provide written notice to the CONSULTANT in order to implement a stoppage, suspension, supplement or change.

The CONSULTANT may request that this Agreement be terminated by submitting a written notice to the COUNTY dated not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the COUNTY reserves the right to accept or not accept the termination request submitted by the CONSULTANT, and no such termination request submitted by the CONSULTANT shall become effective unless and until CONSULTANT is notified, in writing, by the COUNTY of its acceptance.

21.01 CONSULTANT TO DELIVER MATERIAL

Upon termination, the CONSULTANT shall deliver to the COUNTY all papers, drawings, models, and other material in which the COUNTY has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the CONSULTANT on behalf of the COUNTY.

ARTICLE 22.00 - AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the Articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement, as evidenced by Exhibit H for amending articles. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written Amendment (Exhibit H), the requirements, provisions and/or terms of the Amendment shall take precedence.

ARTICLE 23.00 - MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed 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 CHANGE ORDER(S), and/or SUPPLEMENTAL TASK AUTHORIZATIONS, the latest executed CHANGE ORDER(S), and/or SUPPLEMENTAL TASK AUTHORIZATION(S) shall take precedence.

ARTICLE 23.00 - MODIFICATIONS (Continued)

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 of the Board

DATE: _____

APPROVED AS TO FORM

BY: _____
County Attorney's Office

ATTEST:

PBS&J

(CONSULTANT)

Becky S. Schaffer
(Witness)

Becky S. Schaffer
Secretary

BY: Richard A. Wickert
(Authorized Signature)
Richard A. Wickert
Chairman of the Board

[Signature]
(Witness)

(Title)

DATE: August 2, 2001

CORPORATE SEAL:

EXHIBIT A

Date: August 4, 2003

SCOPE OF PROFESSIONAL SERVICES
for

**BURNT STORE ROAD – VETERANS PARKWAY –
COLONIAL BOULEVARD**

EXHIBIT A (Continued)

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EXHIBIT A (Continued)

SCOPE OF PROFESSIONAL SERVICES

for

BURNT STORE ROAD VETERANS PARKWAY - COLONIAL BOULEVARD

This Exhibit forms an integral part of the agreement between the Lee County Department of Transportation (hereinafter referred to as the COUNTY) and **PBS&J** (hereinafter referred to as the CONSULTANT) relative to the CORRIDOR STUDY.

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 the CORRIDOR STUDY necessary to comply with COUNTY procedures.

General Information

The CONSULTANT shall perform those services required for a CORRIDOR STUDY. This includes consideration of all social, economic, and environmental effects, and mitigation as required by the COUNTY for the listed tasks. In addition, the CONSULTANT will prepare the required environmental and engineering reports, and Conceptual Design Plans, and assist as necessary in coordination with the project stakeholders, including the City of Fort Myers and the City of Cape Coral, as well as with the Public.

The project limits of the CORRIDOR STUDY will be from the east side of I-75 Exit 136 which is the interchange with Colonial Boulevard in Lee County, continuing west along Colonial Boulevard, then west along Veterans Parkway and north to Burnt Store Road, continuing north along Burnt Store Road, and terminating at the Charlotte County Line. A project location map is provided.

The project will address the corridor as four study segments. The study segments are as follows: Colonial Boulevard from east of I-75 to Fowler Avenue; Colonial from Fowler Avenue to McGregor Boulevard; Veterans Parkway from McGregor Boulevard to Pine Island Road (SR 78); Burnt Store Road from Pine Island Road (SR 78) to the Charlotte County Line.

EXHIBIT A (Continued)

Project Location Map

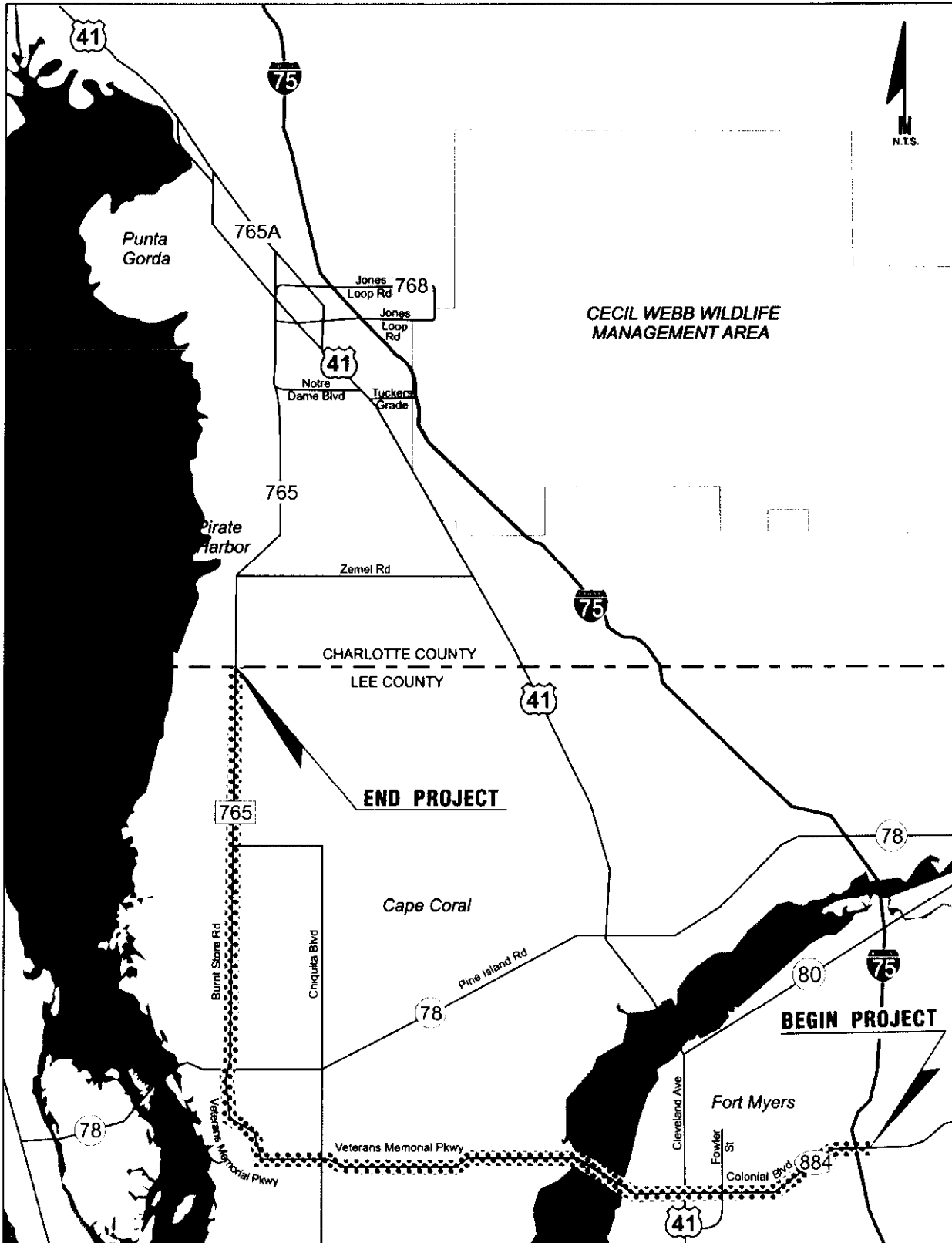


EXHIBIT A (Continued)

This project will have two phases. Phase I will be the Project Traffic Development. Phase II will be a Conceptual Alternatives Analyses for the corridor. A Project Development and Environmental Study within Lee County is identified as Additional Services, limits to be identified at the conclusion of Phase II. Phase II will begin during Phase I, prior to the finalization of the Project Traffic Report. This will allow for coordination between the Phase I/Phase II tasks.

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 design and will consider this effort to be an anticipated and integral part of the work. This will not be a basis for any supplemental fee request(s).

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 study of the project a contract file in accordance with 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, timing, and implementation schedule and location of a transportation facility providing for the ultimate development of Northwest Lee County, the City of Cape Coral, and the City of Fort Myers.

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, ROW requirements, and estimated costs. The CONSULTANT will recommend the Preferred Alternative(s) based on this process.

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."

EXHIBIT A (Continued)

BASIC SERVICES

PHASE I - PROJECT TRAFFIC DEVELOPMENT

The CONSULTANT shall prepare a Project Traffic Report, which documents the collection and analysis of existing data; projection of future traffic volumes; short term needs; and identification of improvement needs. These services will include the following tasks:

Task Index

- Task 1 – Preliminary Matters
- Task 2 – Public and Agency Coordination
- Task 3 – Existing Conditions
- Task 4 – Expressway Corridor Evaluation
- Task 5 – Travel Demand Forecasts
- Task 6 – Develop Design Traffic
- Task 7 – Identification of Needs
- Task 8 – Project Traffic Report
- Task 9 – Non-Personnel Reimbursement Expense and Cost
- Task 10 – Study Requirements and Provisions of Work

Task 1 – Preliminary Matters

A. Introductory Meeting

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

- The COUNTY shall render all relevant information in its possession. This may include previous correspondence and reports, traffic data, planning information, transportation plans, and model network and data files.
- The COUNTY shall review with the CONSULTANT how the CONSULTANT will conduct the study process.
- The COUNTY shall review with the CONSULTANT the financial administration of the contract, method of progress reporting, and invoice preparation.

B. Kickoff Letter

Within 30 days of project initiation, a Kickoff (Introductory) Letter will be mailed by the CONSULTANT to the Staff Technical Task Force and Elected Officials Task Force. The letter will describe the study intent and schedule and provide contacts for further information.

EXHIBIT A (Continued)

C. WebSite Development

The CONSULTANT shall develop a web page with seven (7) components:

- Home page with Project Description
- Project Map
- Project Schedule
- Public involvement opportunities section
- Upcoming Events
- A project team contacts and comments/subscription section
- Technical Information with uploads

The web page shall be developed in month 1 and updated 6 times during the study period. It shall contain the updated date on the page, as well as the date of the next update. There shall be a link to the website from the County, City and MPO websites.

Task 2 – Public and Agency Coordination

The CONSULTANT shall conduct a community involvement program to reach consensus regarding the need for, and scheduling of, transportation improvements within the study corridor described above. The community involvement program will consist of program elements that differ in use and composition over the course of the study. The Phase I community involvement program elements and their individual timing are to occur as described.

A. Staff Technical Task Force

The Staff Technical Task Force members will consist of land use and transportation staff from Lee County, City of Cape Coral, City of Fort Myers, Lee County Metropolitan Planning Organization (MPO), and FDOT District 1. The task force members will be selected by their respective jurisdiction. The CONSULTANT shall organize, hold, and prepare materials and minutes for up to three (3) Staff Technical Task Force meetings.

The Staff Technical Task Force will assist the study team in reaching consensus on corridor and sub-corridor issues such as build out year; future year and build out population estimates and composition; future land use types and intensity; and, growth rates and types. This assistance is expected to occur in Tasks 3 through 5. The task force will also assist with and review the deliverables of Tasks 6 through 8.

B. Elected Officials Task Force

The Elected Officials Task Force members will consist of representatives of Lee County, City of Cape Coral, City of Fort Myers, Lee County MPO, and FDOT District 1. The task force members will be identified by their respective jurisdiction. The CONSULTANT will organize, hold, and prepare visual materials and minutes for up to two (2) Elected Officials Task Force meetings. Visual materials may include a video presentation or simulation.

EXHIBIT A (Continued)

The Elected Officials Task Force will review any issues identified by the Staff Technical Task Force as politically sensitive during Tasks 3 through 5. The Elected Officials Task Force will determine when the results and Deliverables of Tasks 6 through 8 should be reported back to their respective bodies. The primary involvement is anticipated to occur during Phase II as the development and timing of existing and future transportation needs and improvements are developed.

C. Business Community

The abutting Business Community Owners and Renters along the corridor will be asked to discuss existing access issues and review access management proposals during Phase II.

D. Public-At-Large Workshops

Workshops are not expected to occur until Phase II.

Task 3 – Existing Traffic and Highway Conditions

The CONSULTANT shall be responsible for collecting existing highway characteristics in Lee County. Data includes all pertinent physical features, which define the existing highway segment under consideration, and surrounding roadway network.

A. 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:

- Lee County MPO Long Range Transportation Plan. If applicable, the Financially Feasible Plan and the Needs Assessment Plan.
- Burnt Store Road Corridor Study.
- Local Comprehensive Plans.
- Transit, Rail, Bus, other.
- Non-Motorized Modes – Bikeways and Pedestrian Walkways.

The CONSULTANT shall meet with the task force members to 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; and, high crash or problem locations.

B. Existing Highway Characteristics

The highway characteristics shall include those items listed below:

- Roadway/Bridge Features - number of lanes, median type, and shoulder type.
- Pedestrian/Bicycle Facilities - walkways and routes.

EXHIBIT A (Continued)

- Traffic Signals - existing and proposed locations, signal timings, and phasings.
- Posted Speeds - identify posted speed throughout the project limits.
- Access Classification - identify access classification for the roadways within the project limits, in accordance with the maintaining agencies.
- Intersection Channelization - number and type of lanes at significant intersections.

C. Historical Traffic Trends

The CONSULTANT shall obtain historical traffic count data throughout the study area. The historical data will be used to analyze traffic growth trends and patterns for the following study areas:

- Fort Myers - Colonial Boulevard and surrounding network
- Cape Coral - Veterans Parkway and surrounding network
- North Cape Coral - Burnt Store Road and surrounding network.

D. Traffic Count Data

The CONSULTANT shall collect daily and peak hour traffic count data throughout the project limits. Traffic data may be obtained from the COUNTY and other agencies. The CONSULTANT will supplement the data by collecting traffic counts in the field.

1. Daily Traffic Counts

The CONSULTANT shall obtain daily traffic counts in the urban and rural areas. Fifteen minute counts, with hourly totals, will be collected for 24-hours in each direction.

2. Vehicle Classification Counts

The CONSULTANT shall obtain daily vehicle classification counts in the urban and rural areas. Fifteen minute counts, with hourly totals, will be collected for 72-hours in each direction.

3. Hourly Turning Movement Counts

The CONSULTANT shall obtain fifteen minute vehicle turning movement counts, with hourly totals for eight hours, at all signalized intersections. The turning movement counts shall include the AM, mid-day, and PM peak hours. Hourly counts at unsignalized intersections, which may require signalization in the future, should also be obtained. The CONSULTANT shall prepare condition diagrams at each location, and count trucks separately.

E. Level of Service (LOS) Analyses

The CONSULTANT shall determine existing LOS from the traffic count data collected for the study corridor. The analyses will include daily and peak hour LOS for the existing corridor. The CONSULTANT will follow accepted procedures for determining LOS.

EXHIBIT A (Continued)

F. Identify Existing Deficiencies

The CONSULTANT shall identify existing deficiencies for the study corridor. The deficiencies will be determined from the existing LOS analyses of corridor segments, intersections, and interchanges.

Task 4 - Expressway Corridor Evaluation (Lee County Only)

The purpose of this task is to evaluate the potential for development of an expressway corridor in Lee County, likely financed by toll revenue and based on the concepts developed in the recently completed Lee County Queue Jump Study. The expressway corridor would likely have a limited number of access points, and would include grade separated intersections at all or some intersections along the corridor. This concept is similar to the high occupancy toll (HOT) lane concept developed under the Federal Highway Administration (FHWA) Value Pricing Program.

A. Existing Toll Operation

The CONSULTANT shall evaluate the operation of the existing Lee County toll facilities to determine the feasibility of implementing an expressway corridor on the Colonial Boulevard, Veterans Parkway, Burnt Store Road corridor. To the extent possible, existing information available from Lee County and previous studies performed for the County, particularly the recently completed Lee County Queue Jump Study, will be used in this effort.

B. Travel Surveys

The CONSULTANT shall conduct a travel survey to assist in the evaluation of the feasibility of implementing tolls as a mechanism for financing corridor improvements. The survey will be in the form of a mail-back survey distributed to drivers stopped at intersections along the corridor. Drivers will not be involuntarily stopped as part of the survey. It is anticipated that surveys will be performed at two (2) intersections on Colonial Boulevard between I-75 and the Midpoint Memorial Bridge, and one (1) intersection on Veterans Parkway between Del Prado Boulevard and Pine Island Road. The surveys will be distributed in both directions during the AM, mid-day and PM periods.

In the survey, drivers will be questioned regarding their likelihood of using a tolled express lane on the corridor. The survey will be based on the survey prepared for the recently completed Queue Jump Study; however, to the extent feasible, drivers will be more completely questioned on the toll amount they would be willing to pay based on various travel time savings scenarios.

As part of the survey effort, focus groups will be conducted regarding the express corridor concept. It is anticipated that a total of three (3) focus groups will be performed. Information developed from the focus groups will be similar to that obtained from the travel survey; however, the focus group provides the opportunity to explore potential project issues in greater depth.

EXHIBIT A (Continued)

Task 5 - Travel Demand Forecast

The purpose of this task is to develop forecasts of the travel demand associated with this corridor in Lee County. This will include the projection of activity data associated with vehicle traffic, alternatives to the single-occupancy vehicle, transit services, and other modes. The use of the Florida Standard Urban Transportation Model Structure (FSUTMS) is required. The procedures employed by the CONSULTANT must be agreed to by the Staff Technical Task Force.

A. Methodology

The CONSULTANT shall prepare a methodology for the travel demand forecasting for interim years 2010, 2020, 2030 and a build-out year where applicable. The methodology will describe the proposed methods for developing socioeconomic data; the future travel network; modes of travel; and study subareas.

B. Socioeconomic Data Development

The CONSULTANT shall develop socioeconomic data for the study area in Lee County for the years 2010, 2020, 2030 and a build-out year where applicable. The development process should include a review of the following: Bureau of Economic and Business Research forecasts, the City of Cape Coral Growth Model, most recent census data, building permit activity, etc. The socioeconomic data will be presented to the Staff Technical Task Force for acceptance.

C. Network Development

The CONSULTANT shall develop the interim years 2010, 2020, 2030 and a build-out year networks, using two-digit coding. The Staff Technical Task Force will review the proposed network modifications.

D. Future Travel Demand

The CONSULTANT shall perform travel demand forecast modeling for the corridor in Lee County. Interim years 2010, 2020, 2030 and a build-out year forecasts, where applicable, will be developed for analyses.

E. Reasonableness Checks

The model output traffic volumes must be checked by the CONSULTANT for reasonableness. Although expected changes cannot be accurately quantified, approximate changes should be estimated. The model generated Peak Season Weekday Average Daily Traffic for the interim year 2030 and the build-out year will be reviewed for logical traffic growth rates.

The CONSULTANT shall document the travel demand forecasting process. The documentation will clearly show the network and Traffic Analysis Zones data modifications made for each analysis year in Lee County. The travel demand model results will be shown on maps, line

EXHIBIT A (Continued)

diagrams, and tables as appropriate. Upon review and acceptance of the travel demand forecast, the CONSULTANT may begin the development of design traffic.

Task 6 - Develop Design Traffic

The purpose of this task is to develop annual average daily traffic (AADT) that is acceptable for use in identifying improvement needs to be evaluated in Phase II.

A. Develop AADT

The CONSULTANT shall prepare projections of AADT for the interim years 2010, 2020, 2030 and a build-out year, where applicable, in Lee County. Accepted methods will be used to develop two-way AADT estimates.

B. Traffic Factors

The CONSULTANT shall develop traffic factors (K, D, T, and Peak Hour Factor [PHF]) for the interim years 2010, 2020, 2030 and a build-out year, using accepted procedures. These factors are defined as:

1. K-factor, the proportion of the AADT occurring during the 30th highest hour of the design year.
2. D-factor, the proportion of traffic in the 30th highest hour of the design year traveling in the peak direction.
3. T-factor, the percentage of truck traffic during the peak hours.
4. Peak Hour Factor (PHF), the measure of traffic demand fluctuation within the peak hour.

Task 7 - Identification of Needs

The purpose of this task is to identify improvement needs for the corridor. This will include the number of through lanes and potential interchange locations. The CONSULTANT shall identify improvement needs for the interim years 2010, 2020, 2030 and a build-out year, where applicable, in Lee County.

A. Short Term Needs

The CONSULTANT shall identify intersection and/or interchange improvement needs prior to interim year 2010. Improvement needs may include geometric, Transportation System Management or Intelligent Transportation System (ITS). Timing and type of needs will be determined for up to four (4) locations along the study corridor.

EXHIBIT A (Continued)

B. Interim Year Needs

The CONSULTANT shall identify interim years 2010, 2020, 2030 and improvements for the study corridor in Lee County. This will include the number of through lanes and potential locations for interchanges. Further analyses of interim year conditions will be completed during Phase II.

C. Build-Out Year Needs

The CONSULTANT shall identify build-out year improvements for the study corridor where applicable in Lee County. This will include the number of through lanes and potential locations for interchanges. Further analyses of build-out year conditions will be completed during Phase II. A build out year of 2030 may be acceptable for segments of the study corridor where applicable.

Task 8 - Project Traffic Report

The CONSULTANT shall prepare a Project Traffic Report, which documents the collection and analysis of existing data; projection of future traffic volumes; and, identification of interim year 2030 and build-out year needs for the study corridor in Lee County.

Task 9 - Non-Personnel Reimbursement Expense and Cost

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

Task 10 - Study Requirements and Provisions of 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.

B. Project Schedule

Within ten (10) days after the Notice-to-Proceed for Phase I, 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 the COUNTY.

EXHIBIT A (Continued)

D. Progress Meetings and Reports

The CONSULTANT, with appropriate sub-consultants (not all subs need to be at all meetings), shall meet with the COUNTY monthly at the COUNTY'S office 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 progress meeting. 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 files and documents as required by the COUNTY to adequately control, coordinate, and approve the Project Traffic Report.

The CONSULTANT shall provide copies of the required files 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 City of Cape Coral, City of Fort Myers, Lee County MPO, and FDOT.

<u>DOCUMENT</u>	<u>QUANTITY</u>	<u>SHEET SIZE</u>
Project Traffic Report - Draft	10	8-1/2"x11"
Project Traffic Report - Final	12	8-1/2"x11"
Executive Summary - Draft	10	8-1/2"x11"
Executive Summary - Final	12	8-1/2"x11"
Traffic Counts Appendix	10	8-1/2"x11"
Draft Technical Appendix	10	8-1/2"x11"
Final Technical Appendix	10	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 Planning Review Services.
3. Task Force Review
4. Future Land Use.

EXHIBIT A (Continued)

G. Quality Control

The CONSULTANT shall be responsible for insuring that all work products conform to COUNTY standards and criteria. This shall be accomplished through an internal quality control process performed by the CONSULTANT. This quality control process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

Prior to submittal of the first invoice, the CONSULTANT shall submit to the COUNTY's Project Manager for approval the proposed method or process of providing quality control for all work products. The Quality Control Plan shall identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation. The CONSULTANT will be responsible for the inclusion of the Quality Assurance Checklist indicating the CONSULTANT's quality control process has been completed. All reports prepared by subconsultants shall be reviewed by the CONSULTANT.

EXHIBIT A (Continued)

PHASE II CONCEPTUAL ALTERNATIVES ANALYSES

The CONSULTANT shall prepare a Conceptual Alternatives Analyses Report, which documents the collection of and evaluation of ROW; environmental features; contamination sites; cultural features; and, natural features. The report will also evaluate conceptual alternatives, mitigation, and costs.

Task Index

- Task 1 - Preliminary Matters
- Task 2 - Public and Agency Coordination
- Task 3 - Develop Design Hour Volumes
- Task 4 - Expressway Corridor Evaluation
- Task 5 - Future Conditions Analyses
- Task 6 - Environmental Analyses
- Task 7 - Engineering Analyses
- Task 8 - Conceptual Alternatives Analyses Report
- Task 9 - Non-Personnel Reimbursement Expense and Cost
- Task 10 - Study Requirements and Provisions of Work

Task 1 - Preliminary Matters

A. Introductory Meeting

Prior to beginning work on Phase II, the CONSULTANT shall meet with the COUNTY. The purpose of this introductory meeting is three-fold:

- The COUNTY shall render all relevant information in its possession. This may include previous correspondence, environmental reports, ROW maps, wetland maps, and contamination site locations.
- The COUNTY shall review with the CONSULTANT how the CONSULTANT will conduct the study process.
- The COUNTY shall review with the CONSULTANT the financial administration of the contract, method of progress reporting, and invoice preparation.

B. Kickoff Letter

Within 30 days of Phase II initiation, a Kickoff (Introductory) Letter will be mailed by the CONSULTANT to the task force and elected officials. The letter will describe the study intent and schedule and provide contacts for further information.

EXHIBIT A (Continued)

C. Web Site Development

The CONSULTANT shall develop a web page with seven (7) components:

- Home page with Project Description
- Project Map
- Project Schedule
- Public involvement opportunities section
- Upcoming Events
- A project team contacts and comments/subscription section
- Technical Information with uploads

The web page shall be developed in Phase I and updated 18 times during the study period. It shall contain the updated date on the page, as well as the date of the next update.

Task 2 - Public and Agency Coordination

The CONSULTANT shall conduct a community involvement program to reach consensus regarding the need for, and scheduling of, transportation improvements within the study corridor described in this document. The community involvement program will consist of program elements that differ in use and composition over the course of the study. The Phase II community involvement program elements and their individual timing are to occur as described.

A. Staff Technical Task Force

The Staff Technical Task Force members will consist of land use and transportation staff from Lee County, City of Cape Coral, City of Fort Myers, Lee County MPO, and FDOT District 1. The task force members will be identified by their respective jurisdictions. The CONSULTANT shall organize, hold and prepare materials and minutes for up to four (4) Staff Technical Task Force meetings.

The Staff Technical Task Force will assist the study team in reaching consensus on corridor alternatives and sub-corridor issues such as design hour traffic, expressway corridor concepts, typical sections, alignment alternatives, and type and timing of improvements. This assistance is expected to occur in Tasks 3 and 4. The task force will also assist and review the deliverables of Tasks 5 through 8. The task force will assist with the results of the Phase II recommendations prior to the Public-at-Large presentations.

B. Elected Officials Task Force

The Elected Officials Task Force members will consist of representatives of Lee County, City of Cape Coral, City of Fort Myers, Lee County MPO, and FDOT District 1. The task force members will be identified by their respective jurisdictions. The CONSULTANT shall organize, hold and prepare visual materials and minutes for up to four (4) Elected Officials Task Force meetings. Visual materials may include a video presentation or simulation.

EXHIBIT A (Continued)

The Elected Officials Task Force will review any issues identified by the Staff Technical Task Force as politically sensitive during Tasks 3 and 4. The Elected Officials Task Force will determine when the results and deliverables of Tasks 5 through 8 should be reported back to their respective bodies. The primary involvement is anticipated to occur as the development and timing of existing and future transportation needs and improvements are developed.

C. Business Community

The abutting Business Community Owners and Renters along the corridor will be asked to discuss existing access issues and review access management proposals during Phase II. The CONSULTANT shall organize, hold, and prepare materials and minutes for up to three (3) Business Community meetings. Businesses will be identified in the field and the tenant and property owner will be notified by mail of the business community meetings.

D. Public-at-Large Workshops

Workshops in the informal format are proposed at two (2) locations just prior to the conclusion of Phase II. A video and displays will be prepared by the CONSULTANT to present transportation needs and future scheduled improvements and studies. The CONSULTANT shall advertise the workshops to notify the public in the News-Press, the Cape Coral Breeze, the Herald Tribune, and the Charlotte Sun, specific to the project location. In addition, press releases will be issued to local media including print, radio, and television to encourage public attendance. The CONSULTANT shall arrange for variable message boards to be placed in the corridor to announce the meeting. Direct mailing to property owners will not be included for the workshops.

Task 3 - Develop Design Hour Volumes

The purpose of this task is to develop design hour volumes (DHV), and directional design hour volumes (DDHV) that are acceptable for use in identifying and evaluating improvement needs.

The CONSULTANT shall prepare DDHV for use in identifying improvement needs. These data include turning movements and link volumes as appropriate for the analyses of the alternatives. DDHV will be provided for the interim years 2010, 2020, 2030 and a build-out year, where applicable, in Lee County.

Task 4 - Expressway Corridor Evaluation

The purpose of this task is to evaluate the potential for development of an expressway corridor in Lee County, likely financed by toll revenue and based on the concepts developed in the recently completed Lee County Queue Jump Study. The expressway corridor would likely have a limited number of access points, and would include grade separated intersections at all or some intersections along the corridor. This concept is similar to the HOT lane concept developed under the FHWA Value Pricing Program.

EXHIBIT A (Continued)

A. Development of the Expressway Corridor Concept

The CONSULTANT shall develop an expressway corridor concept based on the results of the travel survey, and the development of traffic forecasts for the corridor in Lee County. This concept will include preliminary recommendations for location of elevated intersections, access points for the express lanes, number of express lanes, implementation phasing, and development of logical express corridor termini. Criteria for corridor development will include: implementation costs, corridor continuity, travel time savings, and traffic operations issues including property access issues.

B. Projected Expressway Corridor Usage

The CONSULTANT shall project expressway corridor usage in Lee County. This effort will be based on the results of the travel survey, as well as previous efforts in Lee County to determine toll elasticity, particularly as it applies to variable pricing in Lee County. Usage projections will be compared to other facilities in the United States, including, but not necessarily limited to, I-15 in San Diego, and SR 91 in Orange County, California. Projected usage will be developed for each segment of the express corridor. A "segment" is defined as the roadway between two access points. It is anticipated that usage will be projected from I-75 to Pine Island Road in Lee County.

The CONSULTANT shall develop revenue projections for each segment of the roadway corridor and a preliminary projection of the bonding capacity of the project. Additionally, a revenue stream for the first 30 years of the operation the overall project will be developed for each segment. Development of this revenue stream will include consideration of likely toll increases due to inflationary pressures and projected increases in traffic on the corridor.

Task 5 - Future Traffic Conditions

The purpose of this task is to evaluate future traffic conditions for the corridor. This will include the evaluation of segments, intersections and interchanges for the interim years 2010, 2020, 2030 and a build-out year, where applicable. The CONSULTANT shall analyze the future conditions for the alternatives being considered in Lee County

A. Level of Service

The CONSULTANT shall determine the future LOS for each alternative for the interim year 2030 and the build-out year. The CONSULTANT will follow acceptable procedures for determining LOS. The analyses will include design hour LOS.

B. Intersection Turn Lanes

The CONSULTANT shall identify intersection turn lanes for the interim years 2010, 2020, 2030 and a build-out year, where applicable. The number and type of turn lanes will be identified at intersections and interchanges for each alternative.

EXHIBIT A (Continued)

C. Queue Analyses

The CONSULTANT shall determine the future queuing at intersections for each alternative for the interim year 2030 and the build-out year. The CONSULTANT will follow acceptable procedures for calculating queue lengths.

Task 6 - Environmental Analyses

The CONSULTANT shall perform the data collection outlined in this section required to assess the environmental consequences or impacts of conceptual alternatives that are being considered to satisfy the project's need. This effort consists of collecting essential by literature search in Lee County. Prior to performing any location visits to further ground truth mapped features outside of the existing ROW, 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 for Phase II, 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, and planning data relative to the natural, man made, cultural, socioeconomic, physical, political, and aesthetic features influencing the development of appropriate Conceptual Alternative locations.

The CONSULTANT shall further familiarize themselves 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
- Neighborhood dynamics edge definition
- Bicycle usage/traffic
- Transit usage/traffic
- Recreational site usage
- Visual/scenic resources
- Potential Contamination Sites
- Historic and Archaeological Sites
- Unmapped wetlands

The CONSULTANT shall develop a Computer Aided Drafting and Design (CADD) database that includes all existing environmental features. This information is to be included on the Corridor Base Map(s).

EXHIBIT A (Continued)

B. 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 local Community Facilities including schools, parks, recreation areas, churches, social service agencies, medical facilities, community centers, and police and fire protection. Also to be identified are any wildlife refuges, bikeways, and managed conservation land.

3. Social-Economic Impacts

The CONSULTANT shall collect the data necessary required to perform an analysis of the social-economic impacts of all proposed conceptual alternatives and the adjacent community.

4. Archaeological and Historical Features

The CONSULTANT shall collect background data for historic and archaeological resources for the proposed design alternatives being evaluated. This effort shall identify all previously recorded archeological sites and historic structures, any properties listed or determined eligible for listing in the National Register of Historic Places (NRHP), and any properties that may be eligible for NRHP-listing based on desktop and windshield surveys only. This information shall be provided in a memo format for use in the preliminary environmental evaluation.

This preliminary assessment is intended to comply with the National Historic Preservation Act of 1966 (Public Law 89-665), as amended, and the implementing regulations (36 CFR 800), as well as the provisions contained in the revised Chapter 267, F.S.

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.

5. Pedestrian and Bicyclist facilities

The CONSULTANT shall collect the data necessary to identify pedestrian or bicycle facilities associated with the existing corridor and identify any local agencies, including

EXHIBIT A (Continued)

Lee County BPAC or community interest groups supporting the future development of these facilities on this project.

6. Visual and Aesthetic Impacts

The CONSULTANT shall collect the data necessary to identify the visual and aesthetic impacts of all proposed conceptual alternatives as expressed by the community as being important through their local comprehensive plan, legislation, local designation, surveys or ordinances.

C. Natural Impacts

The CONSULTANT shall perform data collection required to perform an analysis of the natural impacts of all proposed conceptual alternatives. This shall include identifying possible permit requirements, a general location and size of wetland areas, and identifying the permitting agencies involved.

1. Identify Possible Permits

In conjunction with the collection of data related to wetlands, wildlife and habitat, 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.

2. Wetland Impacts

The CONSULTANT shall collect the data necessary to perform an assessment of the impacts to wetlands for all proposed conceptual alternatives in the corridor.

In order to determine the approximate locations and boundaries of existing wetland communities within the project study area, available site-specific data will be collected and reviewed. The following information will be utilized for this task:

- U.S. Department of Agricultural, Natural Resources Conservation Service (NRCS), Lee County Soil Survey;
- U.S. Fish and Wildlife Service (USFWS), National Wetlands Inventory (NWI) Maps, based on the Cowardin System of Wetland Classification documented in the USFWS' "Classification of Wetlands and Deepwater Habitats of the United State", 1979;
- U.S. Geological Survey (USGS), Topographic Quadrangle Maps, 7.5 minute series;
- South Florida Water Management District (SFWMD), Land Use Maps, based on the Florida Department of Transportation's (FDOT) Florida Land Use, Cover and Forms Classification System (FLUCCS);
- Aerial Photographs of the project area at 1"=100' scale.

Following the review of this wetland information, the CONSULTANT shall further familiarize themselves with the study area by making location visits to further ground

EXHIBIT A (Continued)

truth mapped features and reveal unmapped features that potentially could impact or influence the selection of a Preferred Alternative(s).

3. Wildlife and Habitat Impacts

The CONSULTANT shall collect data to be used in an analysis of potential impacts to wildlife and habitat by all proposed conceptual alternatives. Several data sources will be reviewed to determine occurrence and potential occurrence of state and federally protected plant and animal species within the study area. Information sources and databases to be utilized for this study are as follows:

- Florida Natural Areas Inventory (FNAI) county occurrences database;
- Local consulting biologists;
- State-managed databases.

If federally endangered or threatened species or a designated critical habitat is involved, the CONSULTANT will collect the data required to fulfill all agency requirements. The agencies most directly involved with this process are the USFWS, the National Marine Fisheries Service (NMFS), and the Florida Fish and Wildlife Conservation Commission (FWC).

4. Aquatic Preserve Impacts

The CONSULTANT shall collect data to comply with the Florida Aquatic Preserve Act of 1975 (Sections 258.35 through 258.46, Florida Statutes), with updates in the 1985 Florida Statutes, the 1986 Supplement to the 1985 Florida Statutes, and the 1989 Florida Statutes. This information can be determined through a review of Florida Statute 258, and all previously mentioned updates and supplements. If a defined Aquatic Preserve will be impacted by this project the CONSULTANT shall collect the data required to coordinate and document these findings with the Florida Department of Environmental Protection (FDEP).

5. Outstanding Florida Waters Impacts

The CONSULTANT shall review Chapter 17-3.041 of the Florida Administrative Code to determine whether or not the project is located in an area designated to be an Outstanding Florida Water. If a designated Outstanding Florida Water is found to be impacted by this project, the CONSULTANT shall collect the data required to describe the impact(s) in the appropriate environmental document. The type of information required to be collected can be found in Chapter 17-4.242 (Permitting Process) and 17-25 (Stormwater Discharge) of the Florida Administrative Code.

6. Wild and Scenic Rivers Impacts

The CONSULTANT shall follow the assessment process promulgated by Presidential Directive dated August 2, 1979, "Wild and Scenic Rivers and National trails"; Council of Environmental Quality Memorandum dated August 10, 1980, "Interagency Consultation to avoid or Mitigate Adverse Effects of Rivers in the Nationwide Inventory"; and federal Register, Volume 47, Number 173 dated September 7, 1982, "National Wild and Scenic Rivers System-Final Revised Guidelines for Eligibility, Classification, and Management

EXHIBIT A (Continued)

of River Areas”, to determine whether or not the project will be located within the boundaries of a river listed in the inventory. If a designated Wild and Scenic River is found to be impacted by this project the CONSULTANT shall collect the data required to coordinate and document these findings with the National Park Service (NPS) in accordance with the guidelines set forth in Part 2, Chapter 23-2.3 and 23-2.4 of the PD&E Manual.

D. Physical Impacts

1. Contamination Impacts

The CONSULTANT shall collect the data necessary to complete an assessment of contamination involvement within the project corridor in an attempt to avoid serious project impacts and delays.

In order to determine the locations of potentially contaminated sites within the project study area, available site-specific data will be collected. Regulatory, aerial photography, historical directory and field reviews will be conducted to collect the data necessary for this task.

a) Regulatory Review

A regulatory review (records search) of federal and state environmental records will be conducted. This review will include information compiled by the United States Environmental Protection Agency (USEPA), the FDEP, and the Lee County Department of Natural Resources – Pollution Prevention and Small Quantity Generator (SQG) Program. A database search of potential hazardous material and petroleum sites within the proposed study area will also be conducted. The following USEPA and state database listings will be reviewed:

- The National Priorities (Superfund) List (NPL);
- The Facility Index Database System (FINDS);
- The Comprehensive Environmental Response, Compensation, and Liability Information List (CERCLIS);
- The No Further Remedial Action Planned List (NFRAP);
- The Emergency Response Notification System List (ERNS);
- The Resource Conservation and Recovery Information System List (RCRIS);
- The Hazardous Waste Data Management System List (HWDMS);
- The Toxic Release Inventory List (TRIS);
- The State Funded Action Sites List (SFAS);
- The Solid Waste Facilities List (SLDWST);
- The Petroleum Contamination Tracking System Report (PCTS);
- The Storage Tanks Reports (TANKS);
- The Hazardous Waste Compliance and Enforcement Tracking System List (COMHAZ).

EXHIBIT A (Continued)

- a) Aerial Photograph Review
A review of the available aerial photography will include searching for visual evidence of land use that may indicate a potential for adverse environmental impacts in the proposed study area. The aerial photographs will be obtained from the Lee County Property Appraiser's office and the Lee County Soil and Water Conservation District.
- b) Historical Directory Review
A review of all available historic directories will provide historical business names and addresses in the proposed study area.
- c) Field Review
Following the review of the regulatory, aerial and historical information, The CONSULTANT shall further familiarize themselves with the study area by making location visits to further ground truth documented sites and reveal any features that potentially could impact or influence the selection of a Preferred Alternative(s).

Task 7 – Engineering Analyses

The purpose of this task is to collect and analyze various information and materials relative to the performance of engineering analyses within the study area in Lee County. The information should include all data necessary to perform adequate evaluation of the location and design of a transportation facility.

A. Data Collection

The CONSULTANT shall begin preliminary assessments of the study corridor from an engineering standpoint. This task is largely of a data gathering nature.

1. Field Review
The CONSULTANT shall conduct field trips needed to collect engineering data.
2. Existing Roadway Characteristics
This task includes gathering data of pertinent corridor physical features and conditions which help in better understanding the existing highway segments under consideration in this contract. Features include existing laneage, widths, sidewalks, typical sections, and drainage features. Most of this information is available from the COUNTY; however, other references including field observations and interviews with knowledgeable people will yield additional data.
3. Existing Structure Characteristics
This task includes gathering data of existing structures using the same means as stated above in Task 7.A.2.

EXHIBIT A (Continued)

4. Aerial Photography

The CONSULTANT shall obtain controlled aerial photography from the COUNTY to be used as a basis for plotting various data necessary for both engineering and environmental analysis, Corridor and Design Alternative analysis, and the development of the preliminary Conceptual Design Plans. Copies of aerial photography are the prime source of information used to convey project considerations to the public at public meetings. The aerial photography shall extend to adequately include the boundaries of the study area, and be suitable for use at 1"=100'.

5. Transportation Plans

The CONSULTANT shall utilize the information collected in Phase I.

6. Base Map

The CONSULTANT shall develop a CADD database that includes existing characteristics. CADD data base information shall be compatible for use on aerial photography used for public hearing presentations, corridor maps, and alternative plans at 1"=100'.

B. Design Analysis

Utilizing the data collected as part of this scope of work, the CONSULTANT shall perform the engineering analysis necessary to complete the conceptual alternatives analyses process. The task of engineering analysis will be ongoing throughout the duration of Phase II and will be performed with consideration to the results of the environmental impacts analysis.

After selection of viable corridor(s), the CONSULTANT shall develop and analyze alternate conceptual design alternatives. Viable alternatives shall be developed in each corridor.

The CONSULTANT shall develop and evaluate all viable alternatives in order to address the project needs.

1. Typical Section Analysis

The CONSULTANT shall develop up to three (3) appropriate typical sections alternatives for each study segment of the project. These will include the County's standard typical sections, and any typical sections that may result in minimizing ROW.

2. Roadway Design Alternatives

The CONSULTANT shall identify, develop, and analyze up to twelve (12) feasible Preliminary Design Alternatives as outlined in Part 1, Chapter 9 of the FDOT PD&E Manual. For each conceptual design alternative determine:

- Horizontal alignment
- Typical section
- Conceptual vertical alignment
- Preliminary construction and ROW costs
- Traffic data

EXHIBIT A (Continued)

- Geometric concepts of intersections
 - Extent of improvement to all intersection roads
3. Prepare Concept Plans
The CONSULTANT will overlay the concept plans on the base maps.

C. Comparative Analysis of Alternatives

The Staff Technical Task Force will determine which viable alternative(s) will be evaluated further through the public involvement process and environmental analysis for their respective counties. The possibility exists that the No-Build alternate may be selected at this point.

1. Construction Cost Estimates
The CONSULTANT shall develop construction cost estimates for each preliminary design alternative.
2. Right Of Way Cost Estimates
Lee County will provide estimates of ROW acquisition costs, including cost estimates for relocations and business damages. The CONSULTANT shall provide Lee County with the respective acreages for mainline and alternative potential pond sites required by each preliminary design alternative.
3. Comparative Analysis and Evaluation Matrix
After developing the viable alternatives and costs, the CONSULTANT will prepare a matrix comparing the impacts and costs of the alternatives evaluated, with a recommendation of the most viable alternative(s). The CONSULTANT shall present their recommendations to the Staff Technical Task Force for consideration.

Task 8 - Conceptual Alternatives Analyses Report

The CONSULTANT shall prepare a Conceptual Alternatives Analyses Report to document the findings of the Phase II feasibility analysis. The report will include recommendations on the timing and type of future improvements, including an express corridor concept, based on a review and analysis of all the engineering and existing environmental data.

Task 9 - Non-Personnel Reimbursement Expense and Cost

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

EXHIBIT A (Continued)

Task 10 - Study Requirements and Provisions of 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.

B. Project Schedule

Within ten (10) days after the Notice-to-Proceed for Phase II, 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 the COUNTY.

D. Progress Meetings and Reports

The CONSULTANT, with appropriate sub-consultants, shall meet with the COUNTY monthly at the COUNTY'S office 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 progress meeting. 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 files and documents as required by the COUNTY to adequately control, coordinate, and approve the Conceptual Alternatives Analyses Report.

The CONSULTANT shall provide copies of the required files 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 City of Cape Coral, City of Fort Myers, Lee County MPO, and FDOT.

EXHIBIT A (Continued)

<u>DOCUMENT</u>	<u>QUANTITY</u>	<u>SHEET SIZE</u>
Conceptual Alternatives Analyses Report - Draft	10	8-1/2"x11"
Conceptual Alternatives Analyses Report - Final	12	8-1/2"x11"
Executive Summary – Draft	10	8-1/2"x11"
Executive Summary – Final	12	8-1/2"x11"
Technical Appendix – Draft	10	8-1/2"x11"
Technical Appendix Final	10	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.
3. Task Force Reviews.
4. ROW mapping.

G. Quality Control

The CONSULTANT shall be responsible for insuring that all work products conform to COUNTY standards and criteria. This shall be accomplished through an internal quality control process performed the CONSULTANT. This quality control process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

Prior to submittal of the first invoice for Phase II, the CONSULTANT shall submit to the COUNTY's Project Manager for approval the proposed method or process of providing quality control for all work products. The Quality Control Plan shall identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation. The CONSULTANT will be responsible for the inclusion of the Quality Assurance Checklist indicating the CONSULTANT's quality control process has been completed. All reports prepared by subconsultants shall be reviewed by the CONSULTANT.

EXHIBIT A (Continued)

ADDITIONAL SERVICES

Project Development & Environment Study

The COUNTY may request and authorize the CONSULTANT to conduct a PD&E Study for a segment of the corridor in Lee County. The limits of the study will be identified in the conceptual alternatives Analyses completed in Phase II.

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the COUNTY in connection with the Preliminary Engineering (Conceptual Design), and Environmental Studies necessary to comply with the Florida Department of Transportation (FDOT) procedures and to obtain FHWA Location and Design Concept Acceptance (LDCA) of proposed improvements to this transportation facility.

General Information

The Project Development Process shall follow the FDOT's publication titled, "Project Development and Environment Manual", published 07/01/88, and all subsequent revisions. Throughout this Scope of Services portion of this CONSULTANT Contract, the publication will be referred to as the "PD&E Manual". All tasks identified in this scope of work will be done in accordance with the FDOT's PD&E Manual, unless otherwise stated.

The PD&E Manual incorporates all 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 CONSULTANT shall perform those engineering services required for LDCA studies, including consideration of all social, economic, environmental effects, and mitigation as required by the FHWA and/or the PD&E Manual, along with the required environmental documents, engineering reports, preliminary plans, public hearing, and ROW maps.

Task 2 through 4 of the Scope of Services will establish which items of work described in the PD&E Manual are specifically included in this contract, and also which of the items of work will be the responsibility of the CONSULTANT or the COUNTY.

The COUNTY will provide contract administration and provide management services and technical reviews of all work associated with the development and preparation of the engineering/environmental study reports for the transportation facility.

Included in the study will be consideration of left, right, and center alternatives for a four lane rural roadway, special treatment and/or additional lanes at major intersections, and widening of major crossroads up to 300 feet in each direction where necessary to provide intersection operation at Level of Service (LOS) D or higher.

EXHIBIT A (Continued)

Task Index

- Task 1 – Preliminary Matters
- Task 2 – Public Involvement
- Task 3 – Engineering Analyses
- Task 4 – Environmental Analyses
- Task 5 – Non-Personnel Reimbursement Expenses and Cost
- Task 6 – Study Requirements and Provisions of Work

Task 1 - Preliminary Matters

A. Introductory Meeting

Prior to beginning work, the CONSULTANT shall meet with the COUNTY; the purpose of this introductory meeting is three-fold:

- The COUNTY shall render all relevant information in its possession. This may include previous correspondence, environmental reports, ROW maps, wetland maps, and contamination site locations.
- The COUNTY shall review with the CONSULTANT how the CONSULTANT will conduct the study process.
- The COUNTY shall review with the CONSULTANT the financial administration of the contract, method of progress reporting and invoice preparation.

B. Kickoff Letter

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

Task 2 - Public Involvement

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT shall coordinate and perform the appropriate level of public involvement for this project as outlined in Part 1, Chapter 8, and Part 2, Chapter 9 of the PD&E Manual and the following sections.

A. Public Involvement Program

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. The COUNTY shall coordinate and perform the appropriate level of Public Involvement for this project as outlined in Part 1, Chapter 8 of the PD&E Manual and the following sections.

EXHIBIT A (Continued)

In addition to public involvement data collection, the CONSULTANT shall assist the COUNTY in preparing responses to any public inquiries as a result of the public involvement process.

B. Advance Notification

At the beginning of the project, the CONSULTANT shall prepare the Advance Notification and transmittal letter as per Part 1, Chapter 2 of the FDOT PD&E Manual. The transmittal letter shall be forwarded to the FDOT District Environmental Management Office (DEMO) Manger/Engincer to submit to the State Clearing House.

C. Scheduled Public Meetings

The CONSULTANT shall prepare all information necessary for the COUNTY to participate in various public meetings, which may include but not limited to:

- Scoping Meetings
- Elected Officials/Agency Kick-off Meeting
- Public Kick-off Meeting
- Corridor Public Meeting - N/A
- Alternatives Public Workshop
- Public Hearing

For any of the above type meetings, the CONSULTANT shall prepare and/or provide:

- Scripts or agenda for presentation;
- Handouts;
- Graphics for presentation;
- Meeting equipment set-up and takedown;
- Legal and/or display advertisements. (The CONSULTANT will pay the cost of publishing.);
- Letters for notification of elected and appointed officials, property owners and other interested parties (The CONSULTANT will pay the cost of first class postage.);
- News releases, for use three to five days prior to meeting;
- Summary notes of meetings;
- Briefing and debriefing of COUNTY staff.

The CONSULTANT will investigate potential meeting sites to advise the COUNTY on their suitability. The CONSULTANT will pay all costs for meeting site rents and insurance.

The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the COUNTY'S Project Manager.

It is estimated for this project there will be three (3) Public Workshops during the study.

EXHIBIT A (Continued)

D. Unscheduled Public and Agency Meetings

In addition to scheduled public meetings the CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies. The CONSULTANT's participation will be limited to participation during the meeting, note taking, and summarizing the meeting in a memo to the file. It is estimated for this project there will be 10 meetings during the study.

E. Public Hearing

The CONSULTANT shall provide all the support services listed in Section A and C above, and in addition shall prepare:

1. Public officials and Agency letters

The CONSULTANT will prepare the letters, insert them in envelopes, and address the envelopes. The CONSULTANT will pay for first class postage.

2. Property owner letters

The CONSULTANT will provide marked tax maps of the project alternatives and identify the names and addresses of the property owners from county tax rolls. The CONSULTANT will prepare the letters, insert them in envelopes, and address the envelopes. The CONSULTANT will pay for first class postage.

- All elements of the multi-media presentation. Which will include a power point presentation
- Graphics
- Displays of plans and report(s) for the public display
- Brochures or handouts
- Prepare public advertisements
- Court Reporter
- Briefing and debriefing of County staff

The CONSULTANT will procure a verbatim transcript of the Public Hearing. The CONSULTANT will combine the transcript with any letters received by the COUNTY as part of the public hearing record, and affidavits of publication of legal ads, and will provide copies of the transcript for the COUNTY'S use. The CONSULTANT will also prepare a Public Hearing Summary if the project will be processed as a Categorical Exclusion.

F. Location and Design Concept Acceptance and Public Notice

The final Environmental Document shall be submitted to FHWA and FDOT's Central Environmental Management Office for review and comment. Once all comments have been satisfied, the FHWA approves the final Environmental Document and grants LCDA. A Location and Design Concept Acceptance notification shall be prepared by the CONSULTANT according

EXHIBIT A (Continued)

to Part 1, Chapter 8-2.7.4 of the PD&E Manual. A quarter-page legal display advertisement is published in the area newspaper(s) having the largest daily circulation (The same newspaper(s) the Public Hearing was advertised in). The notice is published and paid for by the CONSULTANT. COUNTY review prior to publication is required.

G. Special Public Involvement Requirements

1. Identify and Inspect Public Meeting Sites

Prospective sites for any public 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. Possible Public Information Workshop sites (which may also be the Public Hearing site) should be catalogued. Sites which have characteristics more suitable to a Public Hearing (than a more informal information workshop) shall be catalogued. The CONSULTANT shall make all arrangements for use of the meeting facility for the Public Information Workshop(s) and Public Hearing including payment of any rental fees, if applicable.

2. Correspondence

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

3. Newsletters

The CONSULTANT shall prepare newsletters at various key points during the study. The newsletters shall be mailed by the CONSULTANT to elected officials, property owners, businesses and interested persons included on the mailing list compiled by the CONSULTANT. COUNTY review prior to mailing is required. Up to five (5) newsletters are anticipated.

4. Comments and Coordination Report

The Comments and Coordination Report shall contain, as a minimum, all documentation of the public participation accomplished throughout the 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. as part of Part 2, Chapter 31 of the PD&E Manual. The Comments and Coordination Report shall be submitted with the final Preliminary Engineering Report.

5. Project Web Site

The CONSULTANT will create a project web site for this project. The project is expected to take 24 months. This site will have a distinct address on the World Wide Web (i.e., www.xxxx). A link will be established on the Lee County Department of Transportation Home page as well as the CONSULTANT's home page. To allow for input via E-mail links, meeting information and report summaries will be available for viewing and downloading. Limited graphics will be available due to the size and

EXHIBIT A (Continued)

downloading time for many graphical applications. The web site must be updated monthly.

The web site will contain a minimum of five pages:

- A facts page (home page)
 - A PD&E definition page
 - A project information page
 - A public involvement page, and
 - A project schedule page
- a. The facts page will be a brief overview of what the project is, and the need for the project.
 - b. A link to this site will appear wherever the acronym PD&E appears on any of the subsequent pages. It will give a brief overview of how a PD&E project is done and the outcomes possible from it.
 - c. The project information page will have specific project information as well as results of workshops, hearings, etc. This will be updated to add or delete *alternatives being considered as necessary*.
 - d. The public involvement page will contain a general overview of proposed meetings. This will include Public Information Meetings, Public Workshops, Speaker's Bureau, Neighborhood Homeowners Association Meetings, Public Hearing, and any other meeting the COUNTY would like added to the site. The page will also contain an area where viewers may enter their name and address (both are to be mandatory inputs) to be added to the mailing database. The Project Manager's name will be listed as a contact with his/her Lee County mailing, and E-mail addresses listed as well as his/her telephone and fax at the County Office. This page will also contain all above information listed for the COUNTY's Project Manager on the subscription page. All pages will be linked to the public involvement page.
 - e. The project schedule will contain a brief generalization of the milestones for this project. Milestones will be taken from the schedule developed by the CONSULTANT, as approved by the COUNTY. List milestones by seasons of the year rather than by actual dates. Shifts in the schedule will be reflected in this page as they occur.

This project will be linked to the Lee County web site in accordance with COUNTY rules and specifications. The CONSULTANT is directed to contact Lee County's Office of Information Services through the Project Manager before setting up the web site. All web site development activities will be coordinated with the COUNTY.

Task 3 - Engineering Analyses

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.

EXHIBIT A (Continued)

A. Data Collection

Immediately following the Advance Notification, the CONSULTANT shall begin preliminary assessments of the study corridor from an engineering 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 analyzes within the study area. The information should include all data necessary to perform adequate evaluation of the location and design of a transportation facility.

1. Field Review

The CONSULTANT shall conduct all anticipated field trips needed to collect engineering data

2. Surveys

This task is for the CONSULTANT to coordinate with the survey sub consultant regarding project requirements, review of survey data, and scheduling.

Survey services and deliverable data must be in accordance with the COUNTY's current procedures, unless special instructions and directions are issued by the COUNTY's Surveyor Administrator. Survey services must comply with all pertinent Florida Statutes (FS), and applicable rules in the Florida Administrative Code (F.A.C.). A field survey gathered by use of electronic field notebook will be furnished in a CaiCE readable format, readily available for input and use in CADD design files.

a. Geodetic Base Line Control

Establish a Project Network Control (PNC) for the project limits.

- (1) Perform a Geodetic Base Line Control Survey for the purpose of establishing Project Network Control (PNC) on the Florida State Plane Coordinate System, NAD 1983/1990 Adjustment to provide an adjusted network of control meeting the COUNTY's specifications.
- (2) Primary Project Network Control will be established by a closed survey loop through the Beginning of Survey, pertinent intermediate control points, End of Survey and unique traverse from End of Survey to Beginning of Survey, or with a Global Positioning Network, to assure an error free or closed alignment.
- (3) All such control will be referenced to the Florida State Plane Coordinate System, NAD 1983/1990 Adjustment, and will meet the requirements of linear and angular measurements prescribed by the COUNTY's specifications. Relative error of loop closure will conform to the requirements of subsection 61G17-6.003(1)(e), F.A.C.
- (4) The survey baseline will be established by producing tangent lines of existing FDOT Right-of-Way (ROW) maps (if such maps exist), in the center of ROW dedicated by subdivision plat, or in the roadway center line if neither of the above conditions is met.
- (5) Establish Florida State Plane Coordinates on each point of intersection (PI) along the survey base line, also at the beginning and end of survey, by ties from the Geodetic Base Line Control Survey, or by direct Global Positioning System

EXHIBIT A (Continued)

observations. Stake the survey base line on 1000-foot intervals to include the *Beginning of Survey*, *End of Survey*, *PC stations*, *PI stations* (where assessable), and *PT stations*.

- (6) Field Traverse data for the Geodetic Base Line Control Survey, and the Primary Project Network Control will be recorded in the same field book, but apart from the survey base line alignment. All Global Positioning System surveys will require a signed and sealed surveyors report that explains the methods employed in the survey and adjustments.

b. Reference Points

Reference the horizontal control points established above in accordance with COUNTY procedures.

c. Aerial Targets

Place aerial targets in accordance with FDOT's Location Survey Manual as required for proper aerial rectification. Place targets on 1000-foot intervals to include the *Beginning of Survey*, *End of Survey*, *PC stations*, *PI stations* (non curved), and *PT stations*. All curves are to have a minimum of 2 targets not including the PC and PT stations. Place ½ targets for photo identification before the beginning and after the end of the project, at the normal target interval.

d. Bench Levels

Establish a bench line on the National Geodetic Vertical Datum of 1929 (NGVD 29), or, if so directed by the District Location Surveyor, North American Vertical Datum of 1988 (NAVD 88). All Primary and Secondary Control Points will be part of a three-wire level line. A bench mark description form will be filled out and submitted along with the field books for each new bench mark set, or old bench mark used. Prior to beginning the bench line, the COUNTY and/or FDOT Location Surveyor must be notified to establish the numbering of the bench marks.

e. Roadway Cross Sections

The CONSULTANT will provide cross-sections at 1000 foot intervals, P.C.'s, P.T.'s, and up to fifty (50) additional cross-sections at locations to be determined by the COUNTY.

Cross-section limits are 175 feet each side (right and left) of the existing survey base line. Note: To streamline data collection and work efforts it is desired to make the 1000-foot alignment stations coincide with the aerial target, benchmark, and cross section stations, where possible.

f. Aerial Format

Aerial photography will be processed and prepared in accordance with governing specifications, and will include photo base maps on approved format. The CONSULTANT will furnish the COUNTY with the original negatives of all aerial flights, and digital data in a raster image (HMR Format).

EXHIBIT A (Continued)

g. Aerial Photography

Controlled aerial photography will be used as a basis for plotting various data necessary for both engineering and environmental analysis, alternative corridor and design studies, and the development of preliminary plans for conceptual design. Copies of aerial photography are the primary source of information used to convey project considerations to the public at public meetings.

The CONSULTANT will furnish the necessary aerial photography to be used in the study. Aerial photography shall be prepared for the following uses at the noted ratios:

Overall Project Location Map	1"=400'
Drainage master Plan	1"=400'
Alternative Plans	1"=200'

Black and White for report graphics, environmental analysis, alternative alignment evaluation, coordination meetings, resource inventory, land use/ownership, ecological community delineation, noise modeling, and the illustration of alternatives for workshops, and public hearings.

The above identified aerials will be delivered to the COUNTY in 24" x 36" reproducible mylar format unless granted a written waiver from the Surveyor Administrator.

h. Delivery of Survey Data

Unless otherwise directed by the Location Surveyor, all survey data shall be delivered in Intergraph digital files or files that can be accessed, manipulated and/or translated using different combinations of Intergraph, CaiCE, and GEOPAK software. The delivery of the survey data shall be in notation and format acceptable to the Location Surveyor and shall include hardcopy backup.

The project will be delivered utilizing CADD systems. It is the responsibility of the CONSULTANT to meet the requirements of the FDOT's **CADD Manual (Topic No. 625-050-001)**. The CONSULTANT will submit final documents and files as described therein. Additional related information is found in the FDOT's **Plans Preparation Manual (PPM) (Topic No. 625-000-008)**.

i. Quality Control / Quality Assurance

An FDOT quality control checklist will be furnished by the COUNTY and shall be filled out by the CONSULTANT for submittal along with field books, maps and other data.

j. Specifications

The above survey work must be accomplished in accordance with the FDOT's Location Survey Manual (Topic No. 550-030-100, 550-030-001, and 550-030-030). This work must comply with the Minimum Technical Standards for Professional Surveyors and Mappers (Rule 61G17-6, Florida Administration Code, pursuant to

EXHIBIT A (Continued)

Section 472.027, FS), and any special instructions from the COUNTY. Survey work will comply with Chapter 177, FS, and the Department of Environmental Protection rules governing Mean High Water and Jurisdictional Line surveys.

3. Existing Roadway Characteristics

This task includes gathering data on pertinent corridor physical features and conditions which help in better understanding the existing highway segments under consideration in this contract. Most of this information is available from the COUNTY, however other references including field observations and interviews with knowledgeable people will yield additional data. COUNTY sources include project files, contract documents, ROW maps, Straight Line Diagrams, Roadway Characteristic Inventory, and drainage maps.

The CONSULTANT shall be responsible to procure all the engineering data list 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 database, supported by computer spreadsheets, that includes all existing highway characteristics noted above, as appropriate. CADD database information shall be compatible for use on aerial photography used for Public Hearing displays, the Corridor Base Map(s), and Conceptual Design Plans.

4. Existing Structure Characteristics

This task includes gathering data on existing structures using the same means as stated above in Item 3.

5. Traffic Data

Traffic data and analyses was conducted in Phases I and II. The CONSULTANT shall revise the traffic and express corridor/tolling concepts as needed for the preferred alternative(s).

6. Crash Data

The CONSULTANT shall request available data from FDOT's COMPUTER (Program numbers AARPJ12 and AARPJ13) and local sources for various highway segments required. Obtain data for previous five years. The data collected shall include the number and type of accidents, accident locations, number of fatalities and injuries, and estimates of property damage and economic loss.

7. Existing Signage Inventory

The CONSULTANT shall conduct an inventory of existing signage for the project.

8. Utilities

In accordance with Part 2, Chapter 10 of the PD&E Manual.

EXHIBIT A (Continued)

9. Railroads

In accordance with Part 2, Chapter 10 of the PD&E Manual.

10. Transportation Plans

The CONSULTANT shall utilize data collected in Phases I and II. If current information is available the following plans or studies should be obtained:

- Urban Area Transportation Study. If applicable, County Cost Feasible and Needs Plans.
- Local Comprehensive Plans; city and county.
- Transit; rail, bus, other.
- Non-motorized modes, including bikeways and pedestrian walkways.

11. Soils

The CONSULTANT shall provide a Geotechnical Report to the COUNTY based on review of collected data, field reconnaissance, and field borings, as necessary, to identify soils related problem areas. Use the general soils composition along the developed Design Alternative(s), found by using USGS hydrologic maps, County soil survey maps and other information from the Soil Conservation Service, to perform the engineering analysis and determine the impacts of the project.

The report shall include anticipated soil conditions along roadways and/or at structure sites and/or preliminary recommendations pertaining to the necessity for test loads at structure sites, long term surcharging, anticipated need for construction easements or additional ROW for special foundation treatment.

The CONSULTANT shall refer to the FDOT's Soils and Foundations Manual for guidance. All soils information shall be reviewed by a geotechnical engineer and the report shall be signed and sealed by a Professional Engineer registered in the State of Florida.

12. Base Map

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

1"=200'

B. Needs

The CONSULTANT shall establish and/or verify the purpose and need for the project as outlined in Part 2, Chapter 5 of the PD&E Manual.

1. Safety

Based on the information obtained from the crash data the CONSULTANT shall identify project needs associated with the safety of the existing facility.

EXHIBIT A (Continued)

2. Analysis of Existing Conditions

The CONSULTANT shall analyze the existing conditions in order to identify any deficiencies that are to be identified in the Needs section.

3. Development of Needs Statement

The CONSULTANT shall prepare a Needs Statement.

C. Design Analysis

Utilizing the data collected as part of this scope of work, the CONSULTANT shall perform the engineering analysis necessary to complete the project development process. The task of engineering analysis will be ongoing throughout the duration of the project and will be performed with consideration to the results of the environmental impacts analysis.

After selection of viable corridor(s), the CONSULTANT shall develop and analyze alternate conceptual design alternatives. The development of the design alternatives shall consider the desires of the community with respect to landscaping, aesthetics, or other special features in order to satisfy the requirements of the FDOT's policy on Transportation Design for Livable Communities. Viable alternatives shall be developed in each corridor.

The CONSULTANT shall develop and evaluate all viable alternatives in order to address the project needs.

1. Corridor Analysis

The CONSULTANT shall determine that the existing corridor is the only feasible corridor for the project.

2. Traffic Analysis

Using the traffic developed, the CONSULTANT will develop the Conceptual Design Plans.

3. Typical Section Analysis

The CONSULTANT shall develop all appropriate typical sections alternatives for the project. These will include the FDOT's standard typical sections, and any typical sections that may result in minimizing ROW, or those proposed in light of the FDOT's policy on Transportation Design for Livable Communities.

4. Roadway Design Alternatives

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 shall determine:

- Horizontal and vertical alignment
- Typical section
- Preliminary ROW costs

EXHIBIT A (Continued)

- Preliminary drainage to the extent of identifying required outfalls
- Traffic data
- Geometric concepts of intersections
- Existing and proposed utility location to the extent they affect the decision process
- Soils data
- Extent of improvement to all intersection roads
- Acreage involved
- Preliminary structure concepts and locations
- Location of detention/retention basins as may be required
- Locations of noise barriers
- Other such design features as may be pertinent

5. Prepare Concept Plans

The CONSULTANT will overlay Concept Plans on the base maps.

6. Drainage Analysis and Preliminary Pond Siting Report

The CONSULTANT shall perform preliminary 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 alternate alignments.

The CONSULTANT shall prepare a "Preliminary Pond Siting Report" for the project in accordance to the FDOT's Stormwater Facilities Handbook.

7. Structures

The CONSULTANT will evaluate conceptual structures vertical and horizontal alignments.

8. Access Management

The CONSULTANT shall review the COUNTY's Access Management Standards and the FDOT's State Highway System Access Management Classification System and Standards (Rule 14-97) and determine their application to the project. The CONSULTANT shall determine the proper access classification and standard to be applied to the project and coordinated with the FDOT's Access Management Review Committee.

The proposed access management plan shall be presented as part of the public involvement process. If an Access Management Classification/Reclassification Public Hearing is required, it will be combined with another public meeting.

9. Multi-modal Accommodations

The CONSULTANT will coordinate with transit and local government officials in order to determine what multi-modal accommodations will be studied and evaluated as part of

EXHIBIT A (Continued)

the project alternatives. This task only includes existing and planned multi-modal facilities.

10. Maintenance of Traffic Analysis

The CONSULTANT will analyze the design alternatives for constructability, and the ability to maintain traffic. If the analysis indicates that there will be a substantial cost to maintain traffic this cost will be included in the final estimate for that alternative.

11. Geotechnical Coordination

This task is for the CONSULTANT to coordinate with the geotech sub consultant regarding project requirements, review of geotech data, and scheduling.

12. Soils Survey and Geotechnical Data

Using aerial photography, available County and Soil Conservation Service data, USGS quadrangle mapping, and PD&E, Design, and Construction projects within the study area, the CONSULTANT will inventory the existing and known soils conditions. In addition, roadway maintenance records and published records of sinkhole activity within the study area will be researched and documented. A composite of this data shall be developed on 1"= 200' aerials with relatively desirable conditions from a geotechnical viewpoint identified. This information will be utilized during the corridor analysis phase of the study. The study area will not include potential pond sites.

13. Intelligent Transportation Systems

The CONSULTANT shall evaluate ITS for the project.

D. Comparative Analysis Of Alternatives

The COUNTY will determine which viable alternative(s) will be evaluated further through the public involvement process and environmental analysis. The possibility exists that the No-Build alternate may be selected at this point.

1. Comparative Analysis and Evaluation Matrix

After developing the viable alternatives and costs, the CONSULTANT will prepare a matrix comparing the impacts and costs of the alternatives evaluated, with a recommendation of the most viable alternative(s). The CONSULTANT shall present their recommendations to the COUNTY for consideration.

2. Selection of Preferred Alternative(s)

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.

3. Conceptual Design Plans (Preferred)

The CONSULTANT will finalize concept plans for the preferred alternative that include refinements from the public hearing.

EXHIBIT A (Continued)

4. Identify Construction Segments
Not Applicable.

5. Value Engineering

This project will be subject to a Value Engineering (VE) review during the alternatives analysis. VE reviews will be conducted by a multi-disciplined team of COUNTY and/or FDOT personnel whose purpose will be to consider value improvements to proposed concepts and designs.

VE is an event oriented function and will occur at specific times in the progress of the project. For this study the VE study(ies) will take place:

At the end of the alternatives analysis phase and before the public workshop. The CONSULTANT should provide the VE team with the materials and information necessary for an effective review and evaluation of the various alternatives and major cost elements of the project.

The CONSULTANT Project Manager and other key project personnel shall meet with the VE team to provide a detailed review of the development of the project to date. The information will be presented in conjunction with a report titled "Value Engineering Information Report" (VEIR). This service will be conducted at the COUNTY's office and will include follow-up telephone and written communications.

Develop construction costs for each feasible design alternative. Estimated cost should be shown by major elements of each alternative.

Estimated R/W costs for each alternate based upon recent sales of property in the project area. Categorize as follows:

- R/W to be purchased (no. parcels & cost)
- Business relocations (no. locations & cost)
- Residential relocations (no. locations & cost)
- Business damages (no. locations & est. cost)
- Aerial photography depicting feasible alternatives with R/W items identified.
- Traffic Technical Memorandum reviewed and approved by the COUNTY.
- Design traffic analysis.

Provide a matrix in a VE format which shows the criteria and the weighted impact used by the CONSULTANT to make design alternative selection decisions. Criteria such as safety, operation and public acceptance must be fully documented.

The CONSULTANT shall submit data and information, referenced above, in the format of a Value Engineering Information Report (VEIR), or the Draft Preliminary Engineering Report (DPER), for each VE phase review. The VEIR, or DPER is to be submitted to the COUNTY's Project Manager two (2) weeks prior to the VE team review. Copies of

EXHIBIT A (Continued)

each report are to be provided by the CONSULTANT, to the COUNTY's Project Manager.

6. Construction Cost Estimates
The CONSULTANT shall develop construction cost estimates for each design alternative. The cost estimate is to be developed using the FDOT's long range estimating (LRE) program.
7. Right of Way Cost Estimates
The CONSULTANT shall prepare the ROW cost estimates for the mainline acquisition and any potential pond sites.
8. Typical Section Package
The CONSULTANT will prepare the Typical Section Package in accordance with the FDOT's PPM.
9. Design Exceptions and Variances: (Optional)
The CONSULTANT will identify and prepare exception and variance package(s) for approval in accordance with the FDOT's PPM.
10. Preliminary Engineering Report (PER)
The CONSULTANT shall prepare a Preliminary Engineering Report to document the Project Development process, as outlined in Part 1, Chapter 9 of the PD&E Manual.
11. Interchange Modification / Justification Report
The CONSULTANT shall prepare an Interchange Modification/Justification Report (IMR/IJR) for the project. The CONSULTANT shall coordinate with the FDOT Interchange Review Committee.

Task 4 - Environmental 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.

The CONSULTANT shall utilize the Florida Geographic Data Library (FGDL), or other appropriate, database that includes all existing features. This data base information shall be compatible for use on base maps used for public hearing presentations, corridor maps, and alternative plans.

A. Social Impacts

In accordance with Part 2, Chapter 9 of the PD&E Manual, unless otherwise noted.

1. Land Use Changes
The CONSULTANT is responsible for the following:

EXHIBIT A (Continued)

- 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.
- Collect data on active development activity in the highway corridor, especially preliminary and filed plats which have the potential for dedication of highway ROW. The CONSULTANT must update information on any plat activity every three months.
- Collect the data necessary to identify community facilities, Section 4(f) lands (parks, recreation areas, wildlife refuges), bikeways, and managed conservation lands.

These efforts do not include categorizing each land use according to the FLUCCS.

2. Community Cohesion

In accordance with Part 2, Chapters 9, 13 and 14 of the PD&E Manual.

3. Community Services

In accordance with Part 2, Chapters 9, 13 and 14 of the PD&E Manual.

4. Social and Economic Impacts

The CONSULTANT shall perform an analysis of the social-economic impacts of all proposed Design Alternatives as described in Part 2, Chapter 9, 13 and 14 of the PD&E Manual. In addition, the U.S. Department of Transportation publication "Community Impact Assessment" shall be used as guidance. 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 proposed typical section and design alternative(s). The level of analysis should be appropriate for understanding the area's socioeconomic setting and as appropriate for an Environmental Assessment. Once a proposed alternative is selected, the CONSULTANT shall conduct a detailed assessment of socioeconomic impacts for the chosen alignment and typical section and include this discussion in the Environmental Assessment.

5. Relocation Potential

The CONSULTANT shall collect the data and 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 and the FDOT ROW Manual.

6. Archaeological and Historical Sites

The CONSULTANT shall collect data necessary to completely analyze the impacts to all cultural and historic resources by all proposed alternatives and prepare a Cultural Resource Assessment Request Package as described in Part 2, Chapter 12, of the PD&E Manual.

EXHIBIT A (Continued)

7. Section 4(F)
In accordance with Part 2, Chapter 13 of the PD&E Manual.
 8. Visual Impacts and Aesthetics
In accordance with Part 2, Chapter 15 of the PD&E Manual.
 9. Utilities and Railroads
Based on the coordination with the utility companies along the project the CONSULTANT shall prepare a Utility Assessment Package as described in Part 2, Chapter 10 of the PD&E Manual. The CONSULTANT will also address impacts to any existing and proposed railroads.
- B. Natural Impacts**
1. Wetlands
In accordance with Part 2, Chapter 18 of the PD&E Manual.
 2. Conceptual Mitigation Plans
In accordance with Part 2, Chapter 18 of the PD&E Manual.
 3. Water Quality
In accordance with Part 2, Chapter 20 of the PD&E Manual.
 4. Outstanding Florida Waters, Wild and Scenic Rivers, and Aquatic Preserves
In accordance with Part 2, Chapters 19, 21, and 23, of the PD&E Manual, respectively.
 5. Floodplains
In accordance with Part 2, Chapter 24 of the PD&E Manual.
 6. Coastal Barrier Resources
In accordance with Part 2, Chapter 26 of the PD&E Manual.
 7. Wildlife and Habitat
In accordance with Part 2, Chapter 27 of the PD&E Manual. This task will also include coordination and necessary consultation with the appropriate state, federal and local agencies regarding the Florida Panther. Wildlife crossings and other measures of protecting the panther will be considered and presented as part of the project, if required by those agencies and approved by the COUNTY.
 8. Identify Permit Conditions
The CONSULTANT shall identify permit conditions, and type of permits required. This task includes the review of maps and data in order to determine permit related information for the project.

EXHIBIT A (Continued)

9. Farmlands
In accordance with Part 2, Chapter 28 of the PD&E Manual.

C. Physical Impacts

1. Noise
In accordance with Part 2, Chapter 17 of the PD&E Manual.
2. Air Quality
In accordance with Part 2, Chapter 16 of the PD&E Manual.
3. Construction Impact Analysis
In accordance with Part 2, Chapter 30 of the PD&E Manual.
4. Contamination
The CONSULTANT shall perform the necessary analysis to complete the Contamination Screening Evaluation for all proposed alternatives, and complete the Contamination Screening Evaluation Report as described in Part 2, Chapter 22, of the PD&E Manual.

D. Environmental Reports

The Environmental Documents prepared by the CONSULTANT will comply with the procedures listed in the PD&E Manual, Part 1, and will also follow the format and include content described in Part 2 of the PD&E Manual. The task of documentation includes the preparation of draft and interim reports prepared by the CONSULTANT for review and comment upon by the COUNTY prior to producing final reports and documents.

1. Class Of Action Determination
An Environmental Assessment/ Finding of no Significant Impact is the expected level of environmental documentation required for this project. The CONSULTANT shall prepare the Environmental Determination Form and any attachments that will be required for FHWA to make their determination as per Part 1, Chapter 3, of the PD&E Manual.
2. Environmental Assessment
In accordance with Part 1, Chapter 4 of the PD&E Manual.
3. Finding of no Significant Impact
In accordance with Part 1, Chapter 5 of the PD&E Manual.
4. Draft Environmental Impact Statement
Not Applicable.
5. Final Environmental Impact Statement
Not Applicable.

EXHIBIT A (Continued)

Task 5 - Non-Personnel Reimbursement Expense and Cost

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

Task 6 - Study Requirements and Provisions of Work

A. Governing Regulations

The services performed by the CONSULTANT shall be in compliance with all applicable COUNTY and FDOT 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. It is understood that American Association of State Highway and Transportation Officials criteria shall apply as incipient policy.

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations, and technical advisories.
- Project Development and Environment Manual
- PPM
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- ROW Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook
- Florida's LOS Standards and Guidelines Manual for Planning (No. 525-000-005)
- Equivalent Single Axle Load Guidelines (No. 525-030-121)
- Design Traffic Procedure (No. 525-030-120)
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Highway Landscape Guide
- Basis of Estimates Manual

EXHIBIT A (Continued)

B. Project Schedule

Within ten (10) days after the Notice-to-Proceed for Phase III, 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 and 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 progress meeting. 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 provide copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal.

<u>DOCUMENT</u>	<u>QUANTITY</u>	<u>SHEET SIZE</u>
<u>Engineering Items:</u>		
First Draft Preliminary Engineering Report	5	8 ½" X 11"
Second Draft Preliminary Engineering Report	5	8 ½" X 11"
Final Preliminary Engineering Report (Signed and Sealed)	8	8 ½" X 11"
Location Hydraulics Report	10	8 ½" X 11"
Drainage/Pond Siting Report	10	8 ½" X 11"
Conceptual Design Roadway Plan Set	15	8 ½" X 11"
Typical Section Package	5	8 ½" X 11"
Bridge Hydraulic Report	5	8 ½" X 11"
Value Engineering Information Report	5	8 ½" X 11"
<u>Environmental Items:</u>		
Public Involvement Plan	5	8 ½" X 11"
Class of Action Determination	5	8 ½" X 11"
Draft Environmental Assessment	10	8 ½" X 11"
Environmental Assessment	15	8 ½" X 11"
Finding of No Significant Impact	15	8 ½" X 11"

EXHIBIT A (Continued)

Section 4(f) Statement	10	8 ½" X 11"
Noise Study Report	10	8 ½" X 11"
Air Quality Report	10	8 ½" X 11"
Contamination Screening Evaluation Report	10	8 ½" X 11"
Conceptual Stage Relocation Plan	10	8 ½" X 11"
Public Hearing Transcript Certification Package	5	8 ½" X 11"
Endangered Species Biological Assessment	10	8 ½" X 11"
Wetlands Evaluation Report	10	8 ½" X 11"
Cultural Resource Assessment	10	8 ½" X 11"
Comments & Coordination Report	5	8 ½" X 11"

Upon completion of the study, the CONSULTANT shall deliver to the COUNTY, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

The CONSULTANT will provide a distribution checklist for submittals. The checklist will detail which reports should be mailed to identified participants. The CONSULTANT shall deliver final reports for distribution in unsealed envelopes containing the required reports and documents. The CONSULTANT shall also submit a draft cover letter for each recipient on a 3.5" high density diskette prepared in Microsoft Word.

The CONSULTANT shall submit 3 copies of all text documents on a Compact Disk (CD). The CD file shall be indexed. The CONSULTANT shall submit 3 copies of all drawing files (CADD & Graphics) on CD, compatible with Intergraph.

F. Coordination With Other Consultants and Entities

The CONSULTANT is to coordinate their work with any ongoing and/or planned projects that may affect this study.

The CONSULTANT is to coordinate with local governmental entities to ensure design and ROW requirements for the project are compatible with local public works improvements and ROW activities.

G. Optional Services

At the COUNTY'S option, the CONSULTANT may be requested to provide final design and plans preparation services or expert witness services for ROW acquisition. The fee for these services shall be negotiated for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s).

H. County Services

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

EXHIBIT A (Continued)

- Project data currently on file.
- Available information in its possession pertaining to utility companies whose facilities may be affected by the proposed construction.
- Coordination with state agencies.
- ROW maps.

I. Quality Control

The CONSULTANT shall be responsible for insuring that all work products conform to COUNTY standards and criteria. This shall be accomplished through an internal quality control process performed the CONSULTANT. This quality control process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

Prior to submittal of the first invoice for Phase III, the CONSULTANT shall submit to the COUNTY's Project Manager for approval the proposed method or process of providing quality control for all work products. The Quality Control Plan shall identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation. The CONSULTANT will be responsible for the inclusion of the Quality Assurance Checklist indicating the CONSULTANT's quality control process has been completed. All reports prepared by subconsultants shall be reviewed by the CONSULTANT.

Date: August 4, 2003

COMPENSATION AND METHOD OF PAYMENT

for

BURNT STORE ROAD – VETERANS' PARKWAY – COLONIAL BOULEVARD

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.)
<u>Phase I</u>				
<u>Project Traffic Development</u>				
Task 1	Preliminary Matters	\$37,593	NTE	W.I.P.P
Task 2	Public & Agency Coordination	\$39,005	NTE	W.I.P.P
Task 3	Existing Traffic Highway Conditions	\$28,853	NTE	W.I.P.P
Task 4	Express Corridor Evaluation	\$53,442	NTE	W.I.P.P
Task 5	Travel Demand Forecast	\$45,772	NTE	W.I.P.P
Task 6	Develop Design Traffic	\$16,115	NTE	W.I.P.P
Task 7	Identification of Needs	\$48,363	NTE	W.I.P.P
Task 8	Project Traffic Report/QC	\$42,376	NTE	W.I.P.P
<u>Phase II</u>				
<u>Conceptual Alternatives Analyses</u>				
Task 1	Preliminary Matters	\$69,145	NTE	W.I.P.P
Task 2	Public & Agency Coordination	\$119,058	NTE	W.I.P.P
Task 3	Develop Design Hour Volumes	\$16,741	NTE	W.I.P.P
Task 4	Express Corridor Evaluation	\$29,628	NTE	W.I.P.P
Task 5	Future Traffic Conditions	\$45,533	NTE	W.I.P.P
Task 6	Environmental Analyses	\$37,593	NTE	W.I.P.P
Task 7	Engineering Analyses	\$75,080	NTE	W.I.P.P
Task 8	Concept Alt Analyses Report/QC	\$76,469	NTE	W.I.P.P
TOTAL		\$780,766		

(Unless list is continued on next page)

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Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated August 4, 2003, 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 August 4, 2003, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: August 4, 2003

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for

BURNT STORE ROAD – VETERANS' PARKWAY – COLONIAL BOULEVARD

CONSULTANT NAME: PBS&J

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

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Project Director	\$62.02	2.95	\$182.96
Chief Engineer	\$51.92	2.95	\$153.16
Project Manager	\$36.61	2.95	\$108.00
Senior Professional	\$39.26	2.95	\$115.82
Project Professional	\$31.53	2.95	\$93.01
Professional	\$22.52	2.95	\$66.44
Senior Environmentalist	\$36.31	2.95	\$107.11
Environmentalist	\$24.39	2.95	\$71.95
Technician	\$17.55	2.95	\$51.78
Clerical	\$16.36	2.95	\$48.25

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

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

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

Date: August 4, 2003

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for

BURNT STORE ROAD – VETERANS' PARKWAY – COLONIAL BOULEVARD

Subconsultant: Archaeological Consultants, Incorporated
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Project Manager	\$45.05	3.001554	\$135.22
Principal Investigator	45.05	3.001554	135.22
Architectural Historian	20.80	3.001554	62.43
Project Archaeologist	21.63	3.001554	64.93
Design Technician	19.00	3.001554	57.03
Technician	13.89	3.001554	41.70
Clerical	14.60	3.001554	43.83

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

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

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: August 4, 2003

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for

BURNT STORE ROAD – VETERANS' PARKWAY – COLONIAL BOULEVARD

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

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
PROJECT MANAGER	\$42.54	3.2	\$136.13
SENIOR PROFESSIONAL	\$33.20	3.2	\$106.24
PROFESSIONAL	\$24.92	3.2	\$79.74
TECHNICIAN	\$24.30	3.2	\$77.76
CLERICAL	\$19.96	3.2	\$63.87

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

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

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: August 4, 2003

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for

BURNT STORE ROAD – VETERANS' PARKWAY – COLONIAL BOULEVARD

SUB-CONSULTANT NAME: CRSPE, Inc.
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Sr. Professional	\$44.00	2.95	\$130.00
Professional	\$30.82	2.92	\$90.00
Clerical	\$14.00	3.21	\$45.00
Technical	\$12.00	2.92	\$35.00

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

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

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: August 4, 2003

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for

BURNT STORE ROAD – VETERANS' PARKWAY – COLONIAL BOULEVARD

SUB-CONSULTANT NAME: Florida Transportation Engineering, Inc.

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

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Project Manager	\$34.00	3.0016	\$102.05
Project Engineer	\$31.00		\$ 93.05
Transportation Analyst	\$28.85		\$ 86.60
CADD Technician	\$20.00		\$ 60.03
Engineer Technician	\$17.75		\$ 53.28
Field Technician	\$12.50		\$ 37.52
Clerical	\$11.50		\$ 34.52

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

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

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: August 4, 2003

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for

BURNT STORE ROAD – VETERANS' PARKWAY – COLONIAL BOULEVARD

SUB-CONSULTANT NAME: JGK Consulting Corporation
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Chief Engineer	****	****	\$100.00

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

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

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

****NOTE: Billing Rate

ATTACHMENT NO. 2 TO EXHIBIT B

Date: August 4, 2003

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for

BURNT STORE ROAD – VETERANS' PARKWAY – COLONIAL BOULEVARD

CONSULTANT NAME: PBS&J

(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 17"	\$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):	
Reproduction (Photocopy) 8 1/2" x 11" Color	\$1.00/Page
11" x 17" Color	\$2.50/Page
Presentation Boards and Mounting	\$99.00/Board
Section Dividers (5-Tab)	\$1.55/Set
Report Binders (3 Ring) 1"	\$16.98/Binder
2"	\$18.94/Binder
3"	\$22.61/Binder
Computer Cost (Cadd)	\$14.00/Hour
(Plotter)	\$3.00/Plot
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
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: August 4, 2003

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for

BURNT STORE ROAD – VETERANS' PARKWAY – COLONIAL BOULEVARD

SUB-CONSULTANT NAME: Cella & Associates, Inc.
(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):	
Public Involvement (Equipment Rental)	Actual Cost
(Room Rental)	Actual Cost
(Newspaper Advertisement)	Actual Cost
(Video Production)	Actual Cost
(Website Maintenance)	Actual Cost
Focus Groups (Recruiter)	Actual Cost
(Stipend)	\$75.00/Each
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
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: August 4, 2003

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for

BURNT STORE ROAD – VETERANS' PARKWAY – COLONIAL BOULEVARD

SUB-CONSULTANT NAME: CRSPE, Inc.
 (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):	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
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

Date: August 4, 2003

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for

BURNT STORE ROAD – VETERANS' PARKWAY – COLONIAL BOULEVARD

SUB-CONSULTANT NAME: Florida Transportation Engineering, Inc.

(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):	
	Law Enforcement	\$28.00/Hour
	Traffic Control Signs	\$ 1.25/Day
	UPS Charges	\$ 3.00/Package
	NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
	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: August 4, 2003

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for

BURNT STORE ROAD – VETERANS' PARKWAY – COLONIAL BOULEVARD

SUB-CONSULTANT NAME: JGK Consulting Corporation
(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):	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
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

Date: August 4, 2003

TIME AND SCHEDULE OF PERFORMANCEfor**BURNT STORE ROAD - VETERANS' PARKWAY - COLONIAL BOULEVARD**

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
Phase I	Project Traffic Development		
Task 1	Preliminary Matters	210	270
Task 2	Public & Agency Coordination	210	270
Task 3	Existing Traffic Highway Conditions	210	270
Task 4	Express Corridor Evaluation	210	270
Task 5	Travel Demand Forecast	210	270
Task 6	Develop Design Traffic	210	270
Task 7	Identification of Needs	210	270
Task 8	Project Traffic Report/QC	210	270
Phase II	Conceptual Alternatives Analysis		
Task 1	Preliminary Matter	540	720
Task 2	Public & Agency Coordination	540	720
Task 3	Develop Design Hour Volumes	540	720
Task 4	Express Corridor Evaluation	540	720
Task 5	Future Traffic Conditions	540	720
Task 6	Environmental Analyses	540	720
Task 7	Engineering Analyses	540	720
Task 8	Concept Alt Analyses Report/QC	540	720

EXHIBIT D

Date: August 4, 2003

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

for

BURNT STORE ROAD - VETERANS' PARKWAY - COLONIAL BOULEVARD

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
Environmental Analyses (Additional Services)	Archaeological Consultants Incorporated 2345 Bee Ridge Road, Suite 6 Sarasota, Florida 34239	X		WBE	X	
	Cella & Associates 2125 1 st Street, Suite 201 Fort Myers, Florida 33901	X		WBE	X	
Public & Agency Coordination						
Express Corridor Evaluation	CRSPR, Inc. 1414 SE 17 th Avenue, Suite 104 Cape Coral, Florida 33990		X		X	
	Florida Transportation Engineering, Inc. 8250 Pascal Drive Punta Gorda, Florida 33950		X		X	
Traffic Count Data/Travel Surveys						
Identification of Needs/ Engineering Analyses	JGK Consulting Corporation 126 First Street East, Unit 101 Tierra Verde, Florida 33715		X		X	

EXHIBIT E

Date: August 4, 2003

PROJECT GUIDELINES AND CRITERIA

for BURNT STORE ROAD - VETERANS' PARKWAY - COLONIAL BOULEVARD

(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 Lee County Board of County Commissioners for the project known as:

Burnt Store Road – Veterans’ Parkway – Colonial Boulevard

(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:

PBS&J

BY:

Richard A. Wickett

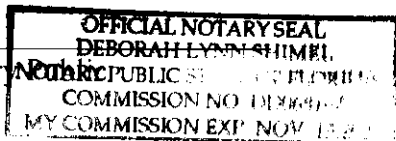
Richard A. WICKETT

TITLE:

Chairman of the Board

The foregoing instrument was signed and acknowledged before me this 7th day of August, 2003, by Richard A. Wickett who has produced is present as identification. known to me (Type of Identification and Number)

Deborah Lynn Shimel
Notary Public Signature



Printed Name of Notary Public

Notary Commission Number/Expiration

CMO:

00/00/00

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.