

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

Blue Sheet No. 20031250

1. REQUESTED MOTION:

ACTION REQUESTED: Award Professional Services Agreement for CN-03-02 Design of Corkscrew 5 MGD Wellfield Expansion, to Johnson Engineering Inc., for a total lump sum amount of \$820,749.00.

WHY ACTION IS NECESSARY: Board approval required.

WHAT ACTION ACCOMPLISHES: This project involves the Consultant providing professional engineering and related services to provide test wells phase, surveying phase, easement acquisition phase, preliminary design phase, final design phase, geotechnical, permitting and construction phase services for the Corkscrew 5 MGD Wellfield Expansion.

2. DEPARTMENTAL CATEGORY:

10 Utilities

COMMISSION DISTRICT #:

C10F

3. MEETING DATE:

11-18-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE *A-C 4-4*
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT *Public Works*
- C. DIVISION *Utilities*
- BY: *Rick Diaz, Division Director*

[Signature]
10/28/03

7. BACKGROUND:

On February 4, 2003, 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) Johnson Engineering Inc.; (2) Montgomery Watson Harza; and (3) Metcalf & Eddy, Inc.

Contract Negotiations were successful with the number one ranked firm, Johnson Engineering Inc., and now requires Board approval of the final agreement.

Funds are available in account string: 20709748712.506510

Attachment: 1. Two (2) original Professional Services Agreement 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	
<i>[Signature]</i> <i>10-27-03</i>	<i>Cindy Logan</i> <i>By: JB</i>		<i>BAD</i> <i>10/28/03</i>	<i>[Signature]</i> <i>10/28/03</i>	<i>[Signature]</i> <i>10/29/03</i>	<i>[Signature]</i> <i>10/30/03</i>	<i>[Signature]</i> <i>10/29/03</i>	<i>[Signature]</i> <i>10/29/03</i>	<i>[Signature]</i> <i>10-23-03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *10/28/03*
Time: *3:05*
9:00
Forwarded To:
10-28-03
City Admin

RECEIVED BY
COUNTY ADMIN: *[Signature]*
10/28/03
4:25 pm 54
COUNTY ADMIN
FORWARDED TO:
10/30/03

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2003, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and Johnson Engineering, Inc. hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the professional engineering and related services of said CONSULTANT to provide and perform professional services as further described hereinafter concerning the Project to be referred to and identified as: Design of Corkscrew 5 MGD Wellfield Expansion, and

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

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

WHEREAS, the selection and engagement of the CONSULTANT has been made by the COUNTY in accordance with the provisions of the Consultants' Competitive Negotiation Act, Chapter 287.055, Florida Statutes, and in accordance with the provisions of the Lee County Contract Manual for Professional Services as approved and put into effect by the Lee County Board of County Commissioners, April 21, 1993, and as subsequently revised.

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

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

CONSULTANT hereby agrees to provide and perform the professional services required and necessary to complete the services and work as set forth in

ARTICLE 1.00 (Continued)

EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", which EXHIBIT "A" is attached hereto and made a part of this Agreement.

ARTICLE 2.00 - DEFINITIONS

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

2.01 COUNTY

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

2.02 CONSULTANT

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

2.03 PROFESSIONAL SERVICES

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

2.04 SUB-CONSULTANT

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

2.05 SUBCONTRACTOR

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

2.06 PROJECT

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

2.07 BASIC SERVICES

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

2.08 ADDITIONAL SERVICES

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

2.09 SUPPLEMENTAL AGREEMENT

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

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

2.09 SUPPLEMENTAL AGREEMENT (Continued)

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

2.10 CHANGE ORDER

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

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

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

2.11 SUPPLEMENTAL TASK AUTHORIZATION

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

2.12 WORK ORDER

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

2.13 DEPARTMENT DIRECTOR

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

2.14 PROJECT MANAGER

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

2.15 LUMP SUM FEE(S)

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

2.16 NOT-TO-EXCEED FEE(S)

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

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

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

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

For the actual, necessary and required hours, and non-personnel expenses and costs, expended by Sub-Consultants and SubContractors engaged by the CONSULTANT, multiplied by such hourly rates and unit costs as are agreed to by the COUNTY and the CONSULTANT and as are set forth as a part of the above referenced Agreement and any Supplemental Agreements or Change Orders or Supplemental Task Authorizations authorized thereto; and

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

With the understanding and agreement that the CONSULTANT'S invoices and all payments to be made for all Not-to-Exceed amounts shall be subject to the review, acceptance and approval of the COUNTY; and

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

ARTICLE 3.00 - OBLIGATIONS OF THE CONSULTANT

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

3.01 LICENSES

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

3.02 PERSONNEL

(1) QUALIFIED PERSONNEL

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

(2) CONSULTANT'S PROJECT DIRECTOR

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

(3) REMOVAL OF PERSONNEL

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

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

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

3.04 STANDARDS OF PROFESSIONAL SERVICE

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

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) RESPONSIBILITY TO CORRECT

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

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

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

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

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

3.06 LIABILITY

(1) CONSULTANT TO HOLD COUNTY HARMLESS

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

3.07 NOT TO DIVULGE CERTAIN INFORMATION

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

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

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

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

3.09 RESPONSIBILITY FOR ESTIMATES

- (1) In the event the services required pursuant to this Agreement include the CONSULTANT preparing and submitting to the COUNTY, cost estimates, the CONSULTANT, by exercise of his experience, effort, knowledge and judgment, shall develop such cost estimates as are set forth in, or as may be required under the Agreement and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates. For purposes of the Liability Provisions of this Article only, the CONSULTANT'S estimate(s) shall be considered valid and effective for a period of six (6) months from the date of the COUNTY'S acceptance of the estimate(s).
- (2) The cost estimates of CONSULTANTS or SUB-CONSULTANTS engaged by CONSULTANTS, for the appraisal or valuation of property or easements, or the estimate of damages or costs associated with the acquisition of property or easements are exempted from the provisions of Article 3.09.
- (3) Cost Estimates
 - (A) ORDER OF MAGNITUDE ESTIMATE

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

(B) BUDGET ESTIMATE

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

(C) CONSTRUCTION COST ESTIMATE.

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

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

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

(C) CONSTRUCTION COST ESTIMATE. (Continued)

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

COST ESTIMATE shall be recoverable by the COUNTY by an appropriate reduction in the CONSULTANT'S invoice requesting payment for services rendered.

For determination of compliance with the accuracy requirement established for the CONSTRUCTION COST ESTIMATE prepared by the CONSULTANT, the amount of the CONSTRUCTION COST ESTIMATE submitted by the CONSULTANT shall be adjusted from the date the CONSTRUCTION COST ESTIMATE was received by the COUNTY until the date bids or price proposals are received by the COUNTY, by applying the percent change in the "20 Cities Cost Index" as published in the ENR (formerly ENGINEERING NEWS-RECORD) a McGraw-Hill, Inc. publication.

If, in response to its solicitation, the COUNTY receives less than three bids or priced proposals for a project, there is the potential that such bids or priced proposals may not be a realistic representation of the costs expected to be associated with the project. If under such circumstances, and if in the professional judgment of the CONSULTANT, the low bid or the low priced proposal received from a responsive bidder or proposer does not realistically represent the costs associated with the project, the CONSULTANT may deem it appropriate to recommend the COUNTY reject any such bid(s) or priced proposal(s). If under such circumstances the COUNTY concurs with the CONSULTANT'S recommendation and rejects the bid(s) or priced proposal(s), the COUNTY will not hold the CONSULTANT responsible to, nor will the COUNTY require the CONSULTANT to, modify the specifications, design, drawings and related bidding and contract documents as set forth hereinbefore.

3.10 PERMITS

The CONSULTANT will be responsible for preparing and submitting all required applications and other supportive information necessary to assist the COUNTY in obtaining all reviews, approvals and permits, with respect to the CONSULTANT'S design, drawings and specifications required by any governmental body having authority over the project. Any fees required for such reviews, approvals or permits will be covered by a check issued by the COUNTY and made payable to the respective governmental body upon the CONSULTANT furnishing the COUNTY satisfactory documentation of such fees. The CONSULTANT will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the COUNTY in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The COUNTY shall, at the CONSULTANT'S request, assist in obtaining required signatures and provide the CONSULTANT with all information known to be available to the COUNTY so as to assist the CONSULTANT in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

3.11 ADDITIONAL SERVICES

Should the COUNTY request the CONSULTANT to provide and perform professional services for this project which are not set forth in EXHIBIT "A", the CONSULTANT agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

Such ADDITIONAL SERVICES shall constitute a continuation of the professional services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement thereto.

ADDITIONAL SERVICES shall be administered and authorized as "SUPPLEMENTAL AGREEMENTS", "SUPPLEMENTAL TASK AUTHORIZATIONS" or "CHANGE ORDERS" under the Agreement. The CONSULTANT shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the CONSULTANT for any ADDITIONAL SERVICES unless and until a written "SUPPLEMENTAL AGREEMENT", "SUPPLEMENTAL TASK AUTHORIZATIONS" or "CHANGE ORDER" shall have been agreed to and executed by both parties.

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

3.12 TRUTH-IN-NEGOTIATIONS CERTIFICATE

The COUNTY may request the CONSULTANT to execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F". The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates or other factual unit costs.

3.13 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement the CONSULTANT shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in Agreement Exhibit "A" entitled "Scope of Professional Services" and Supplemental Agreements, Change Orders, Supplemental Task Authorizations and Work Orders authorized. The compensation to be paid the CONSULTANT as set forth in Agreement Exhibit "B" entitled "Compensation and Method of Payment" and Supplemental Agreements, Change Orders, Supplemental Task Authorizations, and Work Orders authorized thereto shall be understood and agreed to adequately and completely compensate the CONSULTANT for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in Agreement Exhibit "A" and Supplemental Agreements, Change Orders, Supplemental Task Authorizations, and Work Orders authorized thereto as stated above."

3.14 AFFIRMATIVE ACTION BY CONSULTANT WHEN ENGAGING SUB-CONSULTANTS

Florida Statute #287.042(4)(f) establishes that agencies, including Lee County, are encouraged to spend twenty-five (25%) percent of the monies actually spent for contractual services for the purpose of entering into contracts with certified Minority Business Enterprises. Accordingly, the CONSULTANT is encouraged, when selecting or engaging the services of sub-consultants or subcontractors pursuant to this Agreement, to spend twenty-five (25%) percent of the amount of compensation established in this Agreement and in subsequent SUPPLEMENTAL AGREEMENTS, CHANGE ORDERS, SUPPLEMENTAL TASK AUTHORIZATIONS, and WORK ORDERS authorized thereto for the engagement of the services of certified Minority Business Enterprise sub-consultants or subcontractors.

In furtherance of this statutory goal the COUNTY expects the CONSULTANT to take affirmative action towards achieving this goal. "Affirmative Action" as used herein shall constitute a good faith effort by the CONSULTANT to achieve the stated goal of engaging certified Minority Business Enterprise sub-consultants or subcontractors to provide or perform services and/or work pursuant to the SCOPE OF SERVICES required under this Agreement. Efforts taken by the CONSULTANT to assist the COUNTY in meeting this statutory goal must be documented in detail, records of sub-consultants or subcontractors contacted maintained, including negotiation efforts, and written Agreements maintained for services or work awarded to sub-consultants or subcontractors.

The CONSULTANT, upon receipt of a written request by the COUNTY, shall within ten (10) calendar days thereafter submit to the COUNTY copies of records and supporting documentation to show evidence of its affirmative action efforts to achieve the above stated goal.

The CONSULTANT is encouraged to contact the Lee County Department of Equal Opportunity for information and assistance regarding the COUNTY'S Minority Business Enterprise certification program and listing of certified Minority Business Enterprises.

ARTICLE 4.00 - OBLIGATIONS OF THE COUNTY

4.01 DESIGNATION OF PROJECT MANAGER

The COUNTY agrees after the execution of this Agreement to promptly advise the CONSULTANT, in writing, of the person designated to serve and act as the COUNTY'S PROJECT MANAGER pursuant to the provisions of Article 2.13 of this Agreement. Such notification shall be provided to the CONSULTANT by the COUNTY'S DEPARTMENT DIRECTOR.

4.02 AVAILABILITY OF COUNTY INFORMATION

(1) PROJECT GUIDELINES AND CRITERIA

Guidelines to the CONSULTANT regarding requirements the COUNTY has established or suggests relative to the Project including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria are set forth in EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA", which EXHIBIT "E" is attached hereto and made a part of this Agreement.

(2) COUNTY TO PROVIDE PERTINENT REFERENCE MATERIAL

At the CONSULTANT'S request, the COUNTY agrees to provide to the CONSULTANT, at no cost to the CONSULTANT, all pertinent information known to be available to the COUNTY to assist the CONSULTANT in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the COUNTY such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

4.03 AVAILABILITY OF COUNTY'S DESIGNATED REPRESENTATIVES

The COUNTY agrees that the DEPARTMENT DIRECTOR and the PROJECT MANAGER shall be available within a reasonable period of time, with reasonable prior notice given by the CONSULTANT, to meet and/or consult with the CONSULTANT on matters pertaining to the services to be provided and performed by the CONSULTANT. The COUNTY further agrees to respond within a reasonable period of time to written requests submitted by the CONSULTANT.

4.04 ACCESS TO COUNTY PROPERTY

The COUNTY agrees, with reasonable prior written notice given by the CONSULTANT, to provide the CONSULTANT with access within a reasonable period of time to COUNTY property, facilities, buildings and structures to enable the CONSULTANT to provide and perform the required professional services and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with COUNTY operations, or the operations carried on by others under a lease, or other contractual arrangement with the COUNTY, or in such a manner as to adversely affect the public health and safety. Such access may, or may not be, within the CONSULTANT'S normal office and/or field work days and/or work hours.

ARTICLE 5.00 - COMPENSATION AND METHOD OF PAYMENT

5.01 BASIC SERVICES

The COUNTY shall pay the CONSULTANT for all requested and authorized BASIC SERVICES rendered hereunder by the CONSULTANT and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the COUNTY in accordance with the provisions for compensation and payment of said BASIC SERVICES set forth and prescribed in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which EXHIBIT "B" is attached hereto and made a part of this Agreement, or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written Supplemental Agreement or Change Order executed by both parties.

5.02 ADDITIONAL SERVICES

The COUNTY shall pay the CONSULTANT for all such ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to, in writing, by both parties to this Agreement and which have been rendered as ADDITIONAL SERVICES by the CONSULTANT and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the COUNTY in accordance with the provisions for compensation and payment of said ADDITIONAL SERVICES as set forth and prescribed in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which EXHIBIT "B" is attached hereto and made a part of this Agreement, or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written Supplemental Agreement or Change Order or Supplemental Task Authorization executed by both parties.

5.03 METHOD OF PAYMENT

(1) MONTHLY STATEMENTS

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

(2) PAYMENT FOR SERVICES PERFORMED

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

- (A) The COUNTY shall pay the CONSULTANT on the basis of services completed for tasks set forth in Exhibits "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the CONSULTANT and accepted by the COUNTY. No payments shall be made for CONSULTANT'S Work-in-Progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the CONSULTANT and accepted by the COUNTY. Whenever an invoice statement covers services for which no work product is required to be furnished by the CONSULTANT to the COUNTY, the COUNTY reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(2) PAYMENT FOR SERVICES PERFORMED (Continued)

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

(3) PAYMENT SCHEDULE

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

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

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

5.05 PAYMENT WHEN SERVICES ARE SUSPENDED

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

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

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

ARTICLE 6.00 - TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

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

6.02 TIME OF PERFORMANCE

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

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

6.03 CONSULTANT WORK SCHEDULE

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

6.04 FAILURE TO PERFORM IN A TIMELY MANNER

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

ARTICLE 7.00 - SECURING AGREEMENT

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

ARTICLE 8.00 - CONFLICT OF INTEREST

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

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

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ARTICLE 8.00 - CONFLICT OF INTEREST (Continued)

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

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

ARTICLE 9.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

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

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

ARTICLE 10.00 - APPLICABLE LAW

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

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

11.01 FOR PROJECTS WITH FUNDS APPROPRIATED FROM GENERAL LEE COUNTY REVENUES

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

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

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

ARTICLE 12.00 - WAIVER OF BREACH

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

ARTICLE 13.00 - INSURANCE

13.01 INSURANCE COVERAGE TO BE OBTAINED

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

13.01 INSURANCE COVERAGE TO BE OBTAINED (Continued)

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

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

Service and/or work to be Provided and/or Performed	Indicate Name of Individual or Firm
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(If none, enter the word "none" in the space below.)

Well Drilling

Troy Moore Well Drilling, Inc.

13.01 INSURANCE COVERAGE TO BE OBTAINED Continued

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

13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

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

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

- (D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and
- (E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for Professional Liability Insurance); or

In the event the CONSULTANT has, or expects to enter into an agreement for professional services other than those provided for in this Agreement, the CONSULTANT may elect to submit a certificate of insurance containing the following statement:

"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for Lee County pursuant to one or more written Professional Services Agreements, or written Supplemental Agreements or Supplemental Task Authorizations, or Change Orders thereto, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

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

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

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

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

- (6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

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

- (7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the CONSULTANT shall furnish to the COUNTY renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the CONSULTANT to provide the COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate this Agreement.
- (8) If any of the insurance coverage(s) required by this Agreement shall reach the date of expiration indicated on the approved Certificate(s) of Insurance without the COUNTY having received satisfactory evidence of renewal or replacement, the CONSULTANT shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the CONSULTANT'S services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the CONSULTANT shall not be entitled to any additional compensation or time to provide and perform the required services or work and the COUNTY shall not be required to make payment on any invoices submitted by the CONSULTANT. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the COUNTY.

13.03 - INSURANCE COVERAGES REQUIRED

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

(1) WORKERS' COMPENSATION

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

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

(2) COMMERCIAL GENERAL LIABILITY

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

- (A) Minimum limits of \$100,000 per occurrence and \$300,000 aggregate for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.

(2) COMMERCIAL GENERAL LIABILITY (Continued)

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

(3) BUSINESS AUTOMOBILE LIABILITY

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

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

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

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

ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

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

ARTICLE 15.00 - REPRESENTATION OF THE COUNTY

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

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

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

ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS

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

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

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

ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS (Continued)

Any use by the COUNTY of said documents, and data and information contained therein, obtained by the COUNTY under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the risk of the COUNTY, and without liability to the CONSULTANT. The COUNTY shall be liable and agrees to be liable for and shall indemnify, defend and hold the CONSULTANT harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the COUNTY'S use of such documents in a manner contrary to the provisions set forth hereinabove. The COUNTY hereby acknowledges receipt of \$10.00 (ten and no hundreds dollars) and other good and valuable consideration from the CONSULTANT which has been paid as specific consideration for the indemnification provided herein.

ARTICLE 17.00 - MAINTENANCE OF RECORDS

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

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

ARTICLE 18.00 - HEADINGS

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

ARTICLE 19.00 - ENTIRE AGREEMENT

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

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

ARTICLE 19.00 - ENTIRE AGREEMENT (Continued)

- (1) EXHIBIT "A" entitled "Scope of Professional Services" dated September 26, 2003.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated September 26, 2003.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated September 26, 2003.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)", dated September 26, 2003.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated September 26, 2003.
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated September 26, 2003.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

ARTICLE 20.00 - NOTICES AND ADDRESS OF RECORD

20.01 NOTICES BY CONSULTANT TO COUNTY

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

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

20.02 NOTICES BY COUNTY TO CONSULTANT

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

20.02 NOTICES BY COUNTY TO CONSULTANT (Continued)

JOHNSON ENGINEERING, INC.
(CONSULTANT'S Business Name)

Post Office Box 1550
(Street/P.O. Box)

Fort Myers, Florida 33902
(City) (State) (Zip Code)

Telephone Number: (239) 334-0046
Fax Number: (239) 334-3661

ATTENTION: Lonnie V. Howard
Project Director

20.03 CHANGE OF ADDRESS OF RECORD

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

ARTICLE 21.00 - TERMINATION

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

If the CONSULTANT is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the CONSULTANT or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the COUNTY'S designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the CONSULTANT a thirty (30) calendar day written notice, terminate this Agreement.

In addition to the COUNTY'S contractual right to terminate this Agreement in its entirety as set forth above, the COUNTY may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in Exhibit "A", or the Project Guidelines and Criteria as set forth in Exhibit "E", or as such may be established by Supplemental Agreement or Supplemental Task Authorization or Change Order Agreement. The COUNTY shall provide written notice to the CONSULTANT in order to implement a stoppage, suspension, supplement or change.

ARTICLE 21.00 - TERMINATION (Continued)

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

21.01 CONSULTANT TO DELIVER MATERIAL

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

ARTICLE 22.00 - AMENDMENTS

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

ARTICLE 23.00 - MODIFICATIONS

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

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

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

ARTICLE 24.00 - ACCEPTANCE

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

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

ATTEST:
CLERK OF CIRCUIT COURT
Charlie Green, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM

BY: _____
County Attorney's Office

ATTEST:

JOHNSON ENGINEERING, INC.

(CONSULTANT)

Mary R. Buee
(Witness)

BY: Stacy K. Moore
(Authorized Signature)

Jane Ann Sifford
(Witness)

PRESIDENT
(Title)

DATE: 10-6-03

CORPORATE SEAL:

Date: September 25, 2003

SCOPE OF PROFESSIONAL SERVICES

for Design of Corkscrew 5 MGD Wellfield Expansion

(Enter Project Name from Page 1 of the Agreement)

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

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

(Brief description or listing of the full range of services or tasks that may be required to complete this project, all of which may not necessarily be authorized at the time this original Agreement is executed.)

Introduction and Background

The Corkscrew Water Treatment plant is an important component of the potable water supply system serving the south Lee County area. Increased demand for raw water and more restrictive raw water permitting criteria pertaining to possible impacts to wetland systems require that a series of new raw water supply wells be constructed to supplement existing raw water supplies feeding this plant. These new raw water supply facilities when constructed will allow total raw water withdrawals from the Corkscrew wellfield system to be managed in a way which will help control surficial aquifer drawdown and minimize resulting impacts to wetland systems.

Previously completed technical memorandums have defined a wellfield expansion program for the Corkscrew water treatment plant. The expansion program will include constructing new wells on existing and proposed well sites in the vicinity of the treatment plant, equipping new wells with mechanical, electrical and instrumentation systems, constructing new raw water pipelines to convey raw water to the Corkscrew water treatment plant and associated improvements.

Under this project, the **CONSULTANT** will provide hydrogeologic, engineering, surveying, land acquisition, and other specialty services necessary to complete the planning, permitting, design, construction and start-up of the new wellfield improvements.

The major elements of the project include; the construction of six (6) new paired Sandstone and surficial wells on six (6) new sites located along Corkscrew Road east of the existing wellfield, the construction of three (3) new paired Sandstone and surficial wells on three (3) existing sites along Alico Road, the construction of two (2) new paired Sandstone and surficial wells on two (2) existing easements along Corkscrew Road, and the construction of two (2) new Lower Hawthorn wells at sites on or adjacent to the water treatment plant. The

project will also include approximately 36,000 linear feet of 10 inch through 24 inch raw water pipeline, wellhead site, mechanical, electrical and I & C improvements, and raw water piping improvements at the Corkscrew water treatment plant.

Services to be provided under this scope of services are defined in the tasks descriptions which are contain herein after. It is anticipated that the construction of the wellfield improvements will be accomplished using a Construction Manager who will be retained by **LEE COUNTY**.

The basis of this Agreement is the technical documentation developed as a part of the Conceptual Design technical memorandum prepared by the **CONSULTANT** for this project and the technical documentation contained in the South Florida Water Management District water use permit filed for this project. The final details of the configuration of these various project elements will be confirmed upon issuance of the water use permit and other site specific permits related to the work. Therefore, **LEE COUNTY** and **CONSULTANT** have agreed that this scope and fee provides, at the present time, a reasonable expectation of project requirements based upon current available information. As such, the scope and fee may be subject to revision and modification based upon the final decisions made by **LEE COUNTY** regarding infrastructure requirements and specific requirements which are defined in the permitting process.

Any tasks not defined in this scope of services which are required by **LEE COUNTY** shall be considered additional services and shall be negotiated between **CONSULTANT** and **LEE COUNTY** with compensation provided from the Owner's Allowance identified in Schedule "B".

Section 2 provides a breakdown of the Tasks which are included in this scope of services for the Design of Corkscrew 5 MGD Wellfield Expansion project.

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".

(Each task or sub-task should be given a title and a numerical identification number, and shall be described in detail sufficient to establish a clear and complete understanding between both parties to the Agreement as to what services or work the COUNTY expects the CONSULTANT to provide or perform, and shall be the basis of establishing the amount of compensation to be paid the CONSULTANT.)

Description of Services

The services to be provided under this agreement will include a range of regulatory interface, hydrologic testing, hydrologic design and construction monitoring, infrastructure design, environmental assessment, public involvement and related activities necessary to complete the project.

The **CONSULTANT** will provide the following services associated with the project.

- TASK 1 Test Wells Phase Services
- TASK 2 Surveying Phase Services
- TASK 3 Easement Acquisition Phase Services
- TASK 4 Preliminary Design Phase Services
- TASK 5 Final Design Phase Services
- TASK 6 Geotechnical Services
- TASK 7 Permitting Services
- TASK 8 Construction Phase Services

The following paragraphs describe the services to be provided under each task.

The scope of services for this project has been prepared based upon existing available information concerning the planned specific scope of improvements which will be associated with each project element.

All of the services proposed will be limited to the labor effort described in the attached Budget.

TASK 1 Test Wells Phase Services

This task consists of a series of sub project tasks, which will allow for the design, construction, and testing of test production wells in the Sandstone and Lower Hawthorn aquifers which are required for the project. The information and data collected under this task will be required for the proper design of the wellfield.

Due to the lack of water quality and water quantity data for the Sandstone Aquifer to the east and the Lower Hawthorn aquifer, the **CONSULTANT** shall construct two (2) test/production wells and two (2) observation wells as a part of this project. One (1) test/production well and one (1) observation well will be completed in the Sandstone aquifer toward the easternmost portion of the project. The other proposed test/production well and observation well will be

completed in the Lower Hawthorn/Upper Suwannee aquifer and located in section 22. Geophysical logs (natural gamma, flowmeter, fluid resistivity, and caliper) will be completed on the Lower Hawthorn/Upper Suwannee aquifer observation well.

A proposed test well location plan will be prepared and submitted to **LEE COUNTY** for review and approval. Both test wells will be design to be converted to production wells and incorporated in the expansion plans. **CONSULTANT** will assist **LEE COUNTY** in obtaining agreements with Corkscrew Links for test well construction, access, and testing.

The **CONSULTANT** shall conduct a 48-hour pumping and recovery test on both test production wells. Water levels will be monitored in the pumping wells along with the observation wells. The collected data will be analyzed to determine the various hydraulic properties of each aquifer. This information is required to properly design the remaining production wells.

Over 70% of the proposed wellfield expansion is targeted to the Sandstone aquifer. Along with that expansion will be increased drawdown in the Sandstone aquifer at the existing production wells. This increased drawdown may require that the existing pumps be lowered to accommodate the increased drawdown. The **CONSULTANT** shall conduct specific capacity pumping tests to quantify existing pumping levels, calculate proposed pumping levels, and identify those wells that will require pumping modifications.

The **CONSULTANT** will perform groundwater modeling utilizing the aquifer parameters. This modeling effort will predict the pumping water levels at the existing wells and the proposed well sites along at any other points of interest. This information is required to design the proposed pumping facilities and to evaluate the existing well pump settings and capacities.

Following the aquifer performance testing, the **CONSULTANT** shall collect and test water samples from the two test wells for the USEPA Primary and Secondary Drinking Water Standards. This information will be necessary to evaluate any process changes that may be required at the water treatment plant.

CONSULTANT will prepare and submit ten (10) copies of the hydrogeological investigation report, which will include documentation of the tasks referenced above, to **LEE COUNTY** for review. Subsequent to review, **CONSULTANT** will prepare for and attend one (1) meeting with **LEE COUNTY** to review the hydrogeological investigation report. The meeting will be attended by **CONSULTANT**'s project manager and principal hydrogeologists.

It is anticipated that **LEE COUNTY** will provide **CONSULTANT** with final comments on the hydrogeological investigation report at such meeting. Upon receipt of final comments pertaining to the hydrogeological investigation report submittal, **CONSULTANT** will incorporate final comments into the documents and prepare a final hydrogeological investigation report for submission to **LEE COUNTY**. **CONSULTANT** will submit ten (10) copies of the final hydrogeological investigation report to **LEE COUNTY**.

TASK 2 Surveying Phase Services

The design of new wellfield pumping sites and raw water transmission mains will require topographic and utility surveys be performed and require easements along public and

County owned right-of-way (R-O-W) for construction of these new facilities. Under this task, the CONSULTANT shall provide the following surveying related services to support the design of new wellfield infrastructure facilities:

- Field locate public land corners, property corners, and right-of-way monumentation for Alico Road and Corkscrew Road necessary to complete this wellfield expansion project.
- Compile publicly recorded information on existing easements and rights-of-way for project limits.
- Establish horizontal and vertical control throughout project limits on approximately 500 foot intervals.
- Locate substantial improvements (i.e. driveways, culverts, utilities, etc.) along the route of the proposed raw water main. Establish existing cross sections on 300 foot intervals and profile grades along the water main routes and obtain top and invert elevations on drainage structures. The improvement locations and cross-sections will cover from the edge of the road to 50 feet outside of the right-of-way on one side of the road.
- Locate delineated wetlands along the proposed raw water main routes.
- Locate and identify existing pipelines utilizing subsurface underground engineering (SUE) equipment to obtain horizontal positions and vertical elevations of the facilities along the water main routes and at the water treatment plant site.
- Field stake the locations for the geotechnical borings, test wells, and observation wells. Provide coordinates for all proposed wells and monitoring wells.
- Prepare a base map using aerial photography, 1998 Lee County Aerial Mapping, showing existing topographic features in a format suitable for preparation of plan and profile sheets. When available, **LEE COUNTY** will provide **CONSULTANT** with 2002 Lee County digital aerials.

All horizontal survey information will be based on Florida State Plane Coordinate System, West Zone, Feet, North American Datum 1983, 1990 Adjustment.

TASK 3 Easement Acquisition Phase Services

The conceptual design for this project has identified six (6) sites along Corkscrew Road east of the existing wellfield that currently do not have easements for the well sites or raw water transmission main.

CONSULTANT will attend two (2) site visits with Lee County staff and prepare a map showing the proposed easement locations. **CONSULTANT** will assist **LEE COUNTY** in meetings and negotiations with landowners of Corkscrew Links for easement acquisition. **CONSULTANT** will perform a Phase I Environmental Site Assessment of the new well sites as a contaminant screening tool for the finalized well locations.

CONSULTANT will prepare legal descriptions of the finalized easements and coordinate with Lee County Division of County Lands for recording of these documents and acquisition of the easements.

CONSULTANT will attend two meetings with Lee County staff and Lee County Port Authority

representatives to investigate the possibility of using Port Authority property for a wellsite and raw water transmission main easement.

TASK 4 Preliminary Design Services

A conceptual plan has been developed for the wellfield improvements proposed under this project. This conceptual plan anticipates construction of new well sites along Corkscrew Road, along Alico Road and at the Corkscrew Water Treatment Plant Site. This planning concept will be the basis for proceeding with preliminary design activities associated with the wellfield infrastructure systems.

The development of the wellfield project will require the construction of a variety of wellfield access roadway facilities, wellsite improvements, wellfield pumping and piping systems, a wellfield power supply system, a wellfield monitoring and control system, wellfield raw water transmission pipeline to convey water to the treatment plant, modifications to piping at the water treatment plant and, ancillary facilities. Under this task, **CONSULTANT** will develop preliminary engineering documentation (30% construction documents) for each of the basic infrastructure systems which are a part of this project. Preliminary opinions of probable construction cost will be developed for each proposed wellfield infrastructure improvement. Topographic surveys of the site will be conducted that will be utilized for design and later construction, by others, of the proposed infrastructure improvements.

- It is understood that **LEE COUNTY** will retain a construction manager to manage construction of this project. For the purposes of this scope, it is assumed that plans and technical specifications will be prepared for use by the **LEE COUNTY** construction manager to construct the work and that the referenced drawings and specifications will be provided to **LEE COUNTY** and its Construction Manager to construct the work.

As a part of this 30% design process, the **CONSULTANT** will meet with both **LEE COUNTY** and its selected Construction Manager if available. Such meetings will be scheduled to allow the Construction Manager and **LEE COUNTY** staff to interact with the **CONSULTANT** during the preliminary design process to facilitate establishing the design concepts at the completion of the 30% Design Phase, to eliminate later changes and delays, and agreement on the types of materials and key elements of equipment which will be incorporated into the project to both meet the operating requirements and budget limitations of **LEE COUNTY**. The **CONSULTANT** will prepare an independent estimate of probable construction cost for the project based upon the final 30% design documents which will be provided to **LEE COUNTY** for later use as a bench mark in negotiation of a final guaranteed maximum price (GMP) for the project with the Construction Manager.

The following summarizes the basic services to be provided as a part of the preliminary engineering task on the project. The preliminary design task will culminate with the preparation of design criteria, equipment data sheets, sketches and 30% drawings to depict the principal features of each major system. This task will form the basis for the preparation of Final Design Construction Documentation under a subsequent task.

Scheduling Coordination - The **CONSULTANT** shall prepare an initial project schedule and coordinate with **LEE COUNTY**.

The **CONSULTANT** will prepare for and attend technical Coordination Meetings with **LEE COUNTY** during Wellfield Infrastructure Preliminary Engineering activities.

- A. **CONSULTANT** will arrange for and attend a preliminary design kick-off meeting with representatives of **LEE COUNTY** planning and engineering staff to discuss and

review the preliminary design work plan approach. **CONSULTANT** anticipates that a one-half-day kick-off meeting will be conducted. The meeting will be attended by **CONSULTANT's** project manager, hydrogeologists, surveyor, site civil designer, pipeline designer and permitting specialist, mechanical, electrical, and I & C designers. **CONSULTANT** will prepare summaries of meetings and distribute to **LEE COUNTY's** project manager.

- B.** The **CONSULTANT** will prepare for and attend up to two (2) preliminary design workshop meetings with **LEE COUNTY** during the preliminary design phase of the project to discuss and review preliminary design issues, design criteria and other key issues pertaining to development of the preliminary design for the wellfield infrastructure systems. These workshop meetings will be in addition to on-going interaction between the **CONSULTANT's** design team and **LEE COUNTY** project staffs which is part of the preliminary design process. The purpose of such meetings will be to discuss and review key design criteria, freeze design concepts and allow **LEE COUNTY** Staff to interact formally in the preliminary design process. **CONSULTANT** will prepare summaries of meetings and distribute to **LEE COUNTY's** project manager. These meetings may also be attended by representatives of the Construction Manager.

This project includes design and construction of eleven 11 new surficial aquifer and sandstone aquifer production wells, and 2 Lower Hawthorn production wells. Based on the hydrogeologic information collected from Task 1, the **CONSULTANT** will prepare typical production well details including proposed casing material, casing diameters, estimated casing depths, estimated total depths, and proposed well construction and completion methods.

Under this sub-task, design criteria and preliminary design documentation will be developed for wellfield access roadways, wellfield site improvements and raw water transmission pipeline systems.

The proposed wellfield sites adjoin existing public R-O-W or are adjacent to property which is under the control of **LEE COUNTY**. For these sites, access drives, with appropriate drainage culverts, will be provided to connect the well site to the paved public roadway or to the existing on-site roadway system. Site grading and drainage improvements will be made at new well sites to allow the construction of new well head facilities and allow easy access for maintenance vehicles. Well sites will be fenced and the site will be designed to include low maintenance rock or shell access roadways and similar construction around wellhead maintenance slabs. Preliminary design criteria will be established for the access roadway and well sites.

A preliminary design layout of the wellfield raw water transmission mains will be developed. After the preliminary alignment(s) have been identified, an ecologist will perform a cursory site visit review to identify potential environmental issues, which may impact the permitting process. A computer hydraulic model will be developed as a part of the wellfield pumping system analysis to confirm the sizing of each transmission main segment and to confirm well pump capacity and head requirements. Wellfield raw water transmission pipelines will be fitted with isolation line valves and air release valves at appropriate points to facilitate operating and maintenance of the raw water pumping system. In order to facilitate future cleaning of the raw water transmission main, this project shall incorporate facilities to introduce cleaning swabs (PIGS) into the main. A detail sheet and technical specifications for "pig launchers" in each leg of the raw water transmission main will be prepared.

A submersible well pump with appropriate control and isolation valves will be fitted in each of the Surficial Aquifer and Sandstone Aquifer wells. The Lower Hawthorn Aquifer wells will utilize line shaft vertical turbine pumps. In order to confirm the hydraulic operating criteria for the well pumping and transmission system, a computer hydraulic model will be used. Computer modeling will be used to confirm the operating head of each well pump and confirm the size of each segment of the raw water transmission main system. The computer model will also confirm piping changes required at the Water Treatment Plant to ensure that total design peak hydraulic flows can be transmitted to and through the plant. Preliminary well pump equipment selections will be made and equipment data sheets will be prepared to show the character of the pumping units to be specified. Pump horsepower will be established which will form the basis for developing the site power distribution system.

The **CONSULTANT** will develop a standard well head footprint, to the extent feasible, to be used for each new well site. Well sites will be fitted with standard well head configuration and shall include associated piping, mechanical, electrical, control and fencing facilities and shall be configured for anticipated routine maintenance and access for work over rigs. Well sites will be fitted with fire sprinkler systems.

CONSULTANT will provide the design of electrical service and distribution for twenty-four (24) wells on thirteen (13) sites. The well pump horse powers are anticipated to be in the range of 20-30hp. Most of the wells will utilize constant speed pumps with across the line starting. Two sites having single wells will be controlled through variable frequency drives. The design will include electrical distribution from thirteen (13) new FPL 480V-3phase electrical services, or if available at specific ASR sites, through upgrades to existing service entrance equipment. The distribution system will be arranged to service ancillary and lighting loads.

Approximately 75% of the new well sites will be fitted with a standby power system to power the equipment during periods of utility power outage. Diesel driven generators and automatic transfer switches will be utilized for the standby power requirements. The standby power system requirement will be waived if the area within the easements is not adequate. It is anticipated that the design will include an aluminum generator walk-in enclosure with sub-base fuel tank. The enclosure will house the generator, automatic transfer switch, service entrance switch gear, motor controls, power distribution equipment, telemetry equipment and ancillaries. The sub-base tank will be specified as a double wall concrete encased unit. At sites where standby power requirement is waived, the electrical equipment will be housed in a stainless steel NEMA-4X weatherproof enclosure.

At two sites the wells will be controlled through variable frequency drives (VFDs). The VFDs will be controlled to provide a ratio mix of Lower Hawthorn water in the total flow to the plant.

CONSULTANT will provide control loop descriptions for the flowmeter signal and the flow setpoint ratio calculations for the Lower Hawthorn well sites. The integration of the flowmeter signal and software revisions will be performed by others based on the loop descriptions provided. **CONSULTANT** will interface with the plant integrator for required software programming to facilitate wellsite telemetry signals for the proposed thirteen (13) remote telemetry unit (RTU) sites.

Based upon the planned layout for wellfield pumping facilities, a preliminary design of the wellfield power distribution plan will be established. **CONSULTANT** will establish the location and power load of on-site electrical demands. **CONSULTANT** and **LEE COUNTY** will

contact the electric utility (FPL) and coordinate the planned location for power feeds and power routing to well sites. Working with **LEE COUNTY** operating staff and FPL, **CONSULTANT** will establish a power distribution plan which meets the dependability criteria established by **LEE COUNTY** for power supplies to well head facilities. A single line diagram will be prepared which shows the electrical feeder system proposed for well sites. The alignment of power distribution facilities on-site will be coordinated with the planned alignment of roadways and piping system to reduce the potential for site impacts and allow for access for maintenance by the utility or **LEE COUNTY**.

CONSULTANT will design instrumentation and control systems to automatically control the pump system starting and stopping, generator start/transfer/stop and ancillary systems. Instrumentation will include well flow rate and totalization, well water level, pressure, pump status, etc. The water level transmitters will be utilized to protect the pumps from running dry. Low level alarms to the telemetry system and local low level trips will be incorporated. Alarm systems shall be set up to annunciate an abnormal condition both locally and remotely at the plant. The design will include a local control panel with operator override controls to facilitate operation if the telemetry system is inoperative.

A preliminary design of the wellfield monitoring and control system will be prepared. The monitoring and control system will provide real-time-monitoring and control (RTMC) of each well pump site. A preliminary I/O count will be developed for the system.

The proposed well field control system will be coordinated with the existing wellfield control system at the water treatment plant. The telemetry system will be specified as Lee County's standard Motorola Moscad trunked telemetry system. It is anticipated that one remote telemetry unit (RTU) will be required for each wellsite. The three (3) wellsites along Alico Road adjacent to existing ASR wells with existing RTUs may be upgraded and utilized for the new wellfield signals. The wellsite telemetry system will communicate with the existing Corkscrew Plant Central Telemetry Unit (CTU). The flow setpoint required at the two Lower Hawthorn VFD controlled wells will receive a flow setpoint signal from the CTU. The RTUs will be designed to transmit and receive, control, monitoring and alarm signals to and from the CTU. This scope does not include the design for the Corkscrew Plant PLC/CTU telemetry integration. However, **CONSULTANT** and **LEE COUNTY Project Manager** will coordinate with the Corkscrew Plant Expansion design engineer to accommodate the design.

Under this task, **CONSULTANT** will conduct an evaluation of the projected mixed raw water quality. Using this information, the chemical feed and water treatment process requirements of the treatment plant will be assessed. Required revisions to water treatment plant chemical feed systems or process protocols will be identified and reviewed with **LEE COUNTY UTILITIES** engineering and plant operating staff.

Under this task, the **CONSULTANT** will prepare an estimate of probable construction cost for the proposed wellfield infrastructure improvements based upon the information developed as a part of the 30% design. An estimate will be prepared for each infrastructure element.

The **CONSULTANT** shall prepare a 30% engineering design. The design will include the following:

- Design Criteria for each system component to include information such as: access roadway and site improvements, pipe materials/linings/coating systems/thrust restraint/bedding and backfill/special crossing recommendations, hydraulic design

criteria for well pumps and wellfield collector pipeline network, and proposed well pump facilities, and power electrical and control system features.

- Preliminary technical specification list in the CSI 15 Division format.
- Preliminary drawing list for the infrastructure improvements planned. Construction drawings and details for all disciplines (e.g.: civil and roadway, yard piping, architectural, structural, mechanical, electrical, I & C and miscellaneous work) will be provided as a part of the Final Design phase of the project. Preliminary 30% drawings will be submitted for key infrastructure improvements with this submittal.
- Technical data sheets summarizing the principal equipment which is proposed for use on the project.
- A summary listing of permits required for the various infrastructure projects.
- Preliminary Opinion of Probable Construction Cost

Ten (10) copies of the 30% design documentation, which will include the material referenced above, will be submitted to **LEE COUNTY** for review. It is anticipated that **LEE COUNTY** will also provide this 30% design documentation to its Construction Manager for review if selected, absent the estimate of probable construction cost. It is anticipated that the Construction Manager would review this submittal and provide comments from the perspective of optimizing construction means, methods, sequences and techniques and project costs while maintaining the overall quality of materials and equipment proposed for use on the project.

Subsequent to review, **CONSULTANT** will prepare for and attend a one-half (1/2) day preliminary engineering workshop meeting with **LEE COUNTY** and the Construction Manager if selected to review the draft 30% preliminary engineering documentation and receive comments related to the proposed design concepts, materials and equipment being proposed for use on the project. Further, the Construction Manager shall provide value engineering comments on suggestions which may reduce project cost while maintaining the quality and performance characteristics of the infrastructure system being proposed. During this meeting, the **CONSULTANT**, **LEE COUNTY** and the Construction Manager if selected shall come to final agreement on the 30% design concept and the key materials and equipment to be incorporated into the final design documents. Meetings will be attended by **CONSULTANT's** project manager and principal design team members for each of the individual disciplines associated with the project.

It is anticipated that **LEE COUNTY** will provide **CONSULTANT** with final comments on the 30% engineering design one week subsequent to such workshop. Upon receipt of final comments pertaining to the 30% design submittal, **CONSULTANT** will incorporate final comments into the documents and prepare a final 30% design set to **LEE COUNTY**.

CONSULTANT will submit ten (10) copies of the final 30% design sets to **LEE COUNTY**.

A limited review meeting will be conducted with **LEE COUNTY** staff and **CONSULTANT** management staff to confirm that the Final 30% engineering design set reflect the basis of design for proceeding with the final design phase of each project element. The final 30% engineering design package will become the basis for the final design phase of the infrastructure systems.

TASK 5 Final Design Phase Services

Based upon the preliminary design documentation prepared under Task 4, **CONSULTANT** will prepare final designs and construction documents for the project as described as

follows.

CONSULTANT shall prepare construction documents for the wellfield infrastructure systems. Construction plans shall be prepared in electronic format using AutoCAD and shall be prepared for printing on 22" x 34" plan sheets.

The **CONSULTANT** shall prepare final construction plans and final project manuals ready for use by the **LEE COUNTY** construction manager. Design and specifications will be in accordance with the 30% engineering design.

A. Plans (Drawings) -- on the basis of approved 30% engineering design and design criteria for the project, prepare plans suitable for obtaining construction bids and in sufficient detail to permit construction of the facilities designed; roadway and pipeline plan and profile drawings shall be prepared using a scale of 1-inch = 50-feet horizontal and 1-inch = 5-feet vertical, developed using aerial photography drawings; drawings to be on 22 by 34-inch mylar sheets, prepared in AutoCAD format.

B. Project Manuals -- The **CONSULTANT** shall prepare technical specifications in the CSI format for all improvements to be included in the project. These technical specifications will be provided to **LEE COUNTY** who will combine them with necessary "front end" legal documentation which **LEE COUNTY** will require for contracting with the Construction Manager.

C. Estimate of Probable Construction Cost -- The **CONSULTANT** shall provide copies of the plans and technical specifications to the Construction Manager at the 60% and 100% design milestones. The Construction Manager will use these documents to prepare estimates of probable construction cost for the work. The **CONSULTANT** will attend a meeting with the Construction Manager, for each estimate, to answer questions or provide additional information pertaining to the documents.

D. Design Submittals and Review -- The **CONSULTANT** shall submit drawings and Project Manuals for review at the following milestones:

1. 60 percent level of completion (will include drawing features such as plan and preliminary profile views for roadways and pipelines; general and legend sheets; preliminary civil staking and grading plans; mechanical plan; electrical single line drawings for well pump house and booster pumping station; Block diagram for the wellfield SCADA system; I & C drawings)

- a. Review and confirm available information pertaining to the proposed wellfield infrastructure improvements and soil investigation information, and wetland location information.

- b. Prepare for and attend utility coordination meeting(s) between **LEE COUNTY** staff, member utilities, and affected utility owners to give and gather information concerning the proposed project.

- c. Prepare for and attend project technical coordination meetings with **LEE COUNTY** staff and member utilities as required to discuss resolution of comments, proposed design and operation issues, and technical coordination issues.

- d. Coordinate design constraints related to environmental permitting as developed under Task 7 required for the project and information required for permit submittal. Complete preliminary permit applications work under task 7 and include a description of permitting requirements to **LEE COUNTY** for review as a part of the 60 percent level completeness submittal.

- e. Prepare for and conduct internal QA / QC meeting(s).
 - f. Submit ten (10) sets of the 60%-percent level of completion drawings and preliminary project technical specifications for **LEE COUNTY** review and comment. **CONSULTANT** will prepare for and attend one (1) 60% review workshop with **LEE COUNTY** to be attended by **CONSULTANT's** project manager, and appropriate discipline lead engineers.
 - g. Based upon the comments received during the 60% completion workshop, **CONSULTANT** will proceed with 100% document preparation.
2. 100 percent completion (all design details shown)
- a. Prepare 100-percent level of completion drawings. The drawings will include a drawing index, section and details for all discipline construction activities.
 - b. 100-percent completion (agreed-on LEE COUNTY comments incorporated into the design).
 - c. Revise documents as required to reflect final permitting requirements.
 - d. Prepare for and attend project technical coordination meetings with LEE COUNTY staff.
 - e. Prepare for and conduct internal QA / QC meeting(s).
 - f. **CONSULTANT** will prepare for and attend one (1) 100% final meeting with LEE COUNTY. Meeting will be attended by **CONSULTANT's** project manager, and up to two design team members to confirm documents are ready.
 - g. Prepare and submit final documents including: ten (10) sets of prints and ten (10) copies of project manual. All the before mentioned documents shall also be submitted to LEE COUNTY on electronic media in a software format agreed upon by LEE COUNTY.

TASK 6 Geotechnical Services

CONSULTANT will provide geotechnical services to evaluate subsurface conditions with respect to suitability for trench backfill, wellpad subgrade material, and corrosion potential and required coatings for various piping materials.

TASK 7 Permitting Services

The **CONSULTANT** will provide select permitting services to support construction of the project. **CONSULTANT** will conduct one (1) pre-application meeting for each permit application, submit permit application packages and provide responses to agency reasonable questions as they consider and review the individual permit applications. It should be noted that the issuance of various permits is at the discretion of the various agencies. As such, **CONSULTANT** cannot guarantee the issuance of any of the permits that may be required for completion of the project.

The **CONSULTANT** proposes to perform jurisdictional delineations, protected species surveys, and other ecological investigations necessary to apply for state, local, and federal permits, and to assist **LEE COUNTY** in the process of permitting the proposed wellfield infrastructure facilities. The limits of wetland jurisdictions will be delineated in the field,

followed by regulatory agency review and verification. The approved jurisdictional lines will be used in the design/permitting process.

Delineate and Survey Wetlands Jurisdictional Lines - The determination of wetland areas is generally based on the presence of the following three indicators: dominance of hydrophytic vegetation, underlying hydric soils, and evidence of wetland hydrology. It is expected that the new infrastructure associated with the project will only abut a limited number of wetland jurisdictional areas. These areas are associated with the raw water transmission pipeline routing.

The landward extent of wetlands will be delineated in the field using a combination of sequentially numbered flagged stakes and/or flagging attached to vegetation at the limits of jurisdiction. Where practicable, only one line will be delineated in the field. However, where the COE and SFWMD jurisdictions differ substantially it may be necessary to establish as many as two jurisdictional lines. The approximate location of the wetland jurisdictional line(s) will be drawn on an aerial photograph of the project site.

After the jurisdictional lines have been set in the field, regulatory agencies will be contacted and a field review of the delineated wetlands to verify their respective jurisdictional lines will be conducted. It should be noted that the COE, due to its current workload, is unable to perform wetland jurisdictional determinations until a permit application has been received. Any discrepancies in the location of the stakes or flags will be resolved in the field with the agency representatives and noted on the aerial photograph. Following final regulatory agency approval of the jurisdictional delineations, the jurisdictional boundaries will be surveyed. The surveyed lines will be electronically delineated on aerial photograph base maps. Copies of the aerial, with signature block, will be forwarded to the regulatory agencies, along with a letter report documenting field methodology, for their approval, signature, and return.

Protected Species Survey - A survey for state and federal protected plant and animal species will be conducted concurrent with the wetland delineation, if necessary. This task will include preparation of a Florida Land Use Cover and Forms Classification System (FLUCFCS) map to identify the vegetation types within the project boundary. The survey, if required, will be conducted in accordance with the Lee County Land Development Code, Chapter 10, Article 3, Division 8 (Protection of Habitat). The results of the protected species survey will be included as part of the Environmental Supplement, which will be sent with permit applications to regulatory and wildlife agencies.

Environmental Supplement - This report will identify the current ecological conditions and any wetland and/or protected species involvement. The report will also assist Lee County in determining wetland mitigation requirements, if necessary. This report will be used as supporting documentation to the SFWMD and COE permit applications. The general purpose of the report is to fulfill regulatory requirements of permit submittals.

Agency Coordination - Coordination with wetland regulatory and wildlife agencies will be conducted throughout the project. Wetland regulatory agencies (SFWMD and COE) will be contacted to review the wetland delineations and perform a pre-application meeting. Wildlife agencies will be contacted at the beginning of the project to determine a list of potentially affected species and the need for any field reviews with these agencies.

Activities Not Covered in this Scope of Work

- In the event protected species involvement is discovered within the project boundary during the environmental field investigations, individual management plans, species specific surveys and wildlife agency coordination / permitting, if required, will be considered an additional service.
- A detailed tree survey for the project is not included in this scope of services.

Under this subtask, a preliminary assessment of required regulatory permits necessary to construct the proposed wellfield infrastructure improvements will be developed. Based upon the preliminary designs developed for each infrastructure system, a permitting checklist will be developed for each agency which proposes to have jurisdiction over elements of the project. The permitting checklist will summarize required permits, major permitting issues, contact persons within agencies, permitting regulatory guidelines, and proposed permit completion and submittal schedule. At the present time, the following agencies are expected to potentially have permitting or review jurisdiction over various elements of the project:

- **Lee County Department of Community Development**
Development Order
- **Lee County Department of Transportation**
Culverting and driveway permits
- **United States Environmental Protection Agency (US EPA)**
National Pollutant Discharge Elimination System General Permit
- **United States Army Corps of Engineers Section 404**
Wetlands Permit
- **Lee County Department of Health**
Permit to Construct a Public Drinking Water System
- **South Florida Water Management District (SFWMD)**
Environmental Resource Permit (ERP)

Permit Preparation – During the final design phase, **CONSULTANT** will prepare permit applications for submittal to **LEE COUNTY**.

The permit application packages shall be developed in accordance with the requirements of the individual agencies at the time that this scope was prepared. Pre-application meetings will be held with permitting agencies prior to permit submittal in order to detail the requirements of the permit submittal packages. The **CONSULTANT** will coordinate with **LEE COUNTY** for signature and approval of all permit application packages prior to agency submittal.

- The **CONSULTANT** will respond to reasonable Requests for Additional Information (RAI) letters from each of the listed agencies.
- In preparation of this scope, it is assumed that LCDOH will issue the permit to construct a public drinking water system. Special services required as a result of permit denial by any of the agencies have not been included in this scope. In the event that a permit is denied, further action may be required for resolution. Those services will be provided outside of this scope.

The **CONSULTANT** does not have control over the final issuance of any permit. Final permit issuance is at the sole discretion of the permitting agency. Permit fees will be paid by **LEE COUNTY**.

TASK 8 Construction Phase Services

The **CONSULTANT** shall be involved in providing a range of construction phase services during the project. Such services may include hydrologic inspection of well construction, special inspections of well, pipeline, or other wellfield infrastructure construction, review of shop drawings and submittals, providing response to questions raised during construction by the Construction Manager, perform specialized engineering or inspection services in connection with the project, performing substantial completion inspections, performing final completion inspections, reviewing or preparing operating and maintenance manuals for the new work, participating in or supporting start-up services pertaining to the new work or other related hydrologic, surveying, testing or engineering services necessary to complete the project. The specific scope and level of effort to be provided by the **CONSULTANT** for such services will be defined at the completion of the final design phase of the project.

Date: September 26, 2003COMPENSATION AND METHOD OF PAYMENTfor Design of Corkscrew 5 MGD Wellfield Expansion

(Enter Project Name from Page 1 of the Agreement)

Section 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.) WIPP
01	Test Wells	\$290,033	LS	WIPP
02	Surveying	\$ 63,142	LS	WIPP
03	Easement Acquisition	\$ 26,702	LS	WIPP
04	Preliminary Design	\$217,282	LS	WIPP
05	Final Design	\$124,703	LS	WIPP
06	Geotechnical	\$ 19,240	LS	WIPP
07	Permitting	\$ 52,254	LS	WIPP
08	Construction Phase Services	To be detetmined	LS	WIPP
10	Reimbursable Expenses	\$27,393	LS	WIPP
TOTAL		\$820,749	LS	

(Unless list is continued on next page)

CMO:033
09/25/01

Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated September 26, 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 September 26, 2003, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: September 26, 2003

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for Design of Corkscrew 5 MGD Wellfield Expansion

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME JOHNSON ENGINEERING, INC.

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

PROFESSIONAL SERVICES

Principal Engineer	\$ 150.00 Per Hour	Surveyor and Mapper IV	\$ 110.00 Per Hour
Engineer VIII	\$ 140.00 Per Hour	Surveyor and Mapper III	\$ 100.00 Per Hour
Engineer VII	\$ 130.00 Per Hour	Surveyor and Mapper II	\$ 90.00 Per Hour
Engineer VI	\$ 120.00 Per Hour	Surveyor and Mapper I	\$ 80.00 Per Hour
Engineer V	\$ 110.00 Per Hour		
Engineer IV	\$ 100.00 Per Hour	Two Man Field Party	\$ 100.00 Per Hour
Engineer III	\$ 90.00 Per Hour	Three Man Field Party	\$ 120.00 Per Hour
Engineer II	\$ 80.00 Per Hour	Four Man Field Party	\$ 140.00 Per Hour
Engineer I	\$ 70.00 Per Hour	GPS Mapping Grade: One Man Party	\$ 70.00 Per Hour
		GPS Mapping Grade: Two Man Party	\$ 110.00 Per Hour
Project Director	\$ 120.00 Per Hour	GPS Mapping Grade: Three Man Party	\$ 140.00 Per Hour
Senior Designer	\$ 110.00 Per Hour	GPS Surveying Grade: One or Two Man Party	\$ 140.00 Per Hour
Designer III	\$ 90.00 Per Hour	GPS Surveying Grade: Three Man Party	\$ 150.00 Per Hour
Designer II	\$ 70.00 Per Hour	Three Man Vac-Tron Crew (4 hour minimum)	\$ 200.00 Per Hour
Designer I	\$ 60.00 Per Hour		

Geographic Information Systems Consultant \$ 110.00 Per Hour

Technician IV	\$ 80.00 Per Hour
Technician III	\$ 60.00 Per Hour
Technician II	\$ 50.00 Per Hour
Technician I	\$ 40.00 Per Hour

CONSTRUCTION OBSERVATION SERVICES

Senior Project Engineer	\$ 140.00 Per Hour
Construction Observation Services Manager	\$ 120.00 Per Hour
Project Engineer	\$ 100.00 Per Hour
Office Engineer	\$ 90.00 Per Hour
Senior Construction Observer	\$ 70.00 Per Hour
Construction Observer III	\$ 60.00 Per Hour
Construction Observer II	\$ 50.00 Per Hour
Construction Observer I	\$ 40.00 Per Hour
Resident Compliance Officer (RSO)	\$ 48.00 Per Hour

Hydrogeologist IV	\$ 100.00 Per Hour
Hydrogeologist III	\$ 90.00 Per Hour
Hydrogeologist II	\$ 80.00 Per Hour
Hydrogeologist I	\$ 70.00 Per Hour
Environmental Scientist	\$ 60.00 Per Hour

Principal Planner II	\$ 130.00 Per Hour
Principal Planner I	\$ 120.00 Per Hour
Senior Planner	\$ 110.00 Per Hour
Environmental Planner	\$ 90.00 Per Hour
Planner III	\$ 80.00 Per Hour
Planner II	\$ 70.00 Per Hour
Planner I	\$ 60.00 Per Hour
Planning Technician	\$ 50.00 Per Hour

Principal Landscape Architect	\$ 130.00 Per Hour
Landscape Architect III	\$ 80.00 Per Hour
Landscape Architect II	\$ 70.00 Per Hour
Landscape Architect I	\$ 60.00 Per Hour

Principal Ecologist	\$ 120.00 Per Hour
Ecologist III	\$ 100.00 Per Hour
Ecologist II	\$ 90.00 Per Hour
Ecologist I	\$ 80.00 Per Hour

Expert Witness \$ 200.00 Per Hour

ATTACHMENT NO. 1 TO EXHIBIT B

Date: September 29, 2003

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE***

for **Lee County Corkscrew Wellfield Expansion**

CONSULTANT OR SUB-CONSULTANT NAME **Ardaman & 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)
Senior Project Engineer			\$114.00
Project Engineer			\$102.00
Project Geologist			\$74.00
Technician/Inspection V			\$60.00
Technician/Inspector IV			\$53.00
Technician/Inspector III			\$45.00
Technician II			\$38.00
Technician I			\$32.00
Senior Technical Draftsperson			\$44.00
Technical Draftsperson			\$38.00
Technical Secretary			\$38.00
Water Well Contractor			\$103.00
Driller's Assistant			\$52.00

* 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".



2003 HOURLY RATE SCHEDULE

Principal/Senior engineer	\$130.00
Project engineer	\$110.00
Engineer II/Designer specialist	\$ 90.00
Graduate Engineer-I/Designer-II	\$ 75.00
Electrical Designer-I	\$ 60.00
CAD Technician-II/Administrative Assistant	\$ 50.00
CAD Technician-I/ Receptionist/Clerk	\$ 40.00

The Standard Hourly Rate amounts include consultant's labor, overhead and profit.

ATTACHMENT NO. 1 TO EXHIBIT B

LEE COUNTY CORKSCREW WELLFIELD EXPANSION

CH2M HILL PER DIEM SCHEDULE

PER DIEM CLASS	BILL RATE	BILLING TITLE
01	\$ 187.79	PRINCIPAL
02	\$ 171.69	SR PROJECT MANAGER
03	\$ 164.63	SR TECHNOLOGIST
04	\$ 149.85	ENG 6
05	\$ 131.85	ENG 5
06	\$ 118.08	ENG 4
07	\$ 90.28	ENG 3
08	\$ 80.44	ENG 2
09	\$ 75.42	ENG 1
10	\$ 114.76	TECH 6
11	\$ 97.82	TECH 5
12	\$ 88.68	TECH 4
13	\$ 76.51	TECH 3
14	\$ 61.24	TECH 2
15	\$ 58.32	TECH 1
16	\$ 65.21	ADMIN ASSISTANT 2
19	\$ 56.78	ADMIN ASSISTANT 1

ATTACHMENT NO. 2 TO EXHIBIT B

Date: September 26, 2003

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for Design of Corkscrew 5 MGD Wellfield Expansion

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME

(A separate Attachment No. 2 should be included for each Sub-Consultant)

Johnson Engineering

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):	
Lath	\$.62 each
Hubs	\$.22 each
Pipes	\$2.75 each
Pins	\$.55 each
Public Records	Actual Cost
Film	Actual Cost
Film Developing	Actual Cost
Aerial Photographs	Actual Cost
Plotter Prints	\$3.00 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

Date: September 26, 2003

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

for Design of Corkscrew 5 MGD Wellfield Expansion

(Enter Project Name From Page 1 of This Agreement)

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

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
Engineering	CH2M Hill 8695 College Parkway Fort Myers, FL 33907		X		X	
Geotechnical	Ardaman & Associates, Inc. 9970 Bavaria Road Fort Myers, FL 33913		X		X	
Well Drilling	Troy Moore Well Drilling, Inc. 5681 Pangola Drive Fort Myers, FL 33905		X		X	
Electrical	RKS Consulting Engineers 15400 Shamrock Drive Fort Myers, FL 33912		X		X	

Date: September 26, 2003

PROJECT GUIDELINES AND CRITERIA

for Design of Corkscrew 5 MGD Wellfield Expansion

(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)

Project Guidelines

The following are assumptions used as a basis of this Agreement.

The design scope is based on information in the Technical Memorandum dated September 2002. All major systems, components and equipment will be of the same type as defined in that report.

The design approach will be based on interactive workshops and informal deliverables (e.g., sketches, a few preliminary drawings, catalog cuts, and workshop meeting minutes) as opposed to formal, comprehensive documentation such as TMs and extensive drawings. Two such workshops are anticipated, after the design development and construction document preparation phases.

The design will be based on the federal, state, and local codes and standards in effect at the start of the project. Any changes in these codes may necessitate a change in scope.

Applications and supporting documentation for the permits will be prepared by **CONSULTANT**. **LEE COUNTY** will pay all permit processing fees.

CONSULTANT current front-end and Division 1 documents will be used.

CONSULTANT master specifications will be used as the basis for all specification, including General Conditions, Supplemental Conditions, Division 1 and all technical sections in Divisions 2 through 16. The County's Design Manual Specifications will be used when applicable.

Electronic copies of the legal descriptions and technical specifications will be delivered to **LEE COUNTY** in the most recent version of Microsoft Word.

The drawings will follow **CONSULTANT's** CAD standards.

AutoCAD will be used to develop the drawings.

Reproducible copies or Xerox copies of all existing plant construction drawings will be provided by **LEE COUNTY**. These drawings are not considered record drawings and, as such cannot be relied upon to be accurate for design purposes.

Any investigation and remediation of possible hazardous waste, asbestos, lead paint or other types of contamination will be conducted as a separate contract.

Civil site work plans will be provided only for areas of the site involving significant disturbance to existing grading.

Site drawings will only be prepared for those sectors in the plant where new facilities are to be constructed.

Landscaping will be limited to seeding or sodding.

The only new roadway work required will be in the immediate area of new facilities.

Only portions of the existing plant roadways will be re-paved after all other construction activities are complete.

Roadway profile drawings are not required.

Conventional spread foundations will be required for all new facilities. Overexcavation, preload, piles, or underdrain systems are not required.

An overall hydraulic profile will not be included in the drawings. Only hydraulic assessments required for design of the new or modified facilities are included.

Profile drawings for underground utilities and yard piping are not required.

At the conclusion of the design phase of the project, the electronic drawing files will be translated to AutoCAD, Version 2000 for **LEE COUNTY's** records.

Responses to requests for additional information to the various permitting agencies do not include special studies or testing, administrative hearings, or responses due to third party objections.

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:

Design Of Corkscrew 5 MGD Wellfield Expansion

(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:

JOHNSON ENGINEERING, INC.

BY:

Steve K Morrison

TITLE:

PRESIDENT

The foregoing instrument was signed and acknowledged before me this 06th day of October, 2003, by Steven K Morrison who has produced (which I saw by me) as identification. (Print or Type Name) (Type of Identification and Number)

JaneAnn Gifford
Notary Public Signature

JANE ANN GIFFORD
Printed Name of Notary Public

#DD 000596 / 2/11/05
Notary Commission Number/Expiration

CMO:
00/00/00



JaneAnn Gifford
Commission # DD 000596
Expires Feb. 11, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

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.