

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Award Professional Services Agreement for CN-04-06 PLANTATION EXTENSION FROM IDLEWILD STREET TO COLONIAL BLVD, to T.Y. Lin International, for a not-to-exceed contract amount of \$549,512.39. This project has a completion time of 365 calendar days.

**WHY ACTION IS NECESSARY:** Board approval required.

**WHAT ACTION ACCOMPLISHES:** The Consultant will provide professional services for the project known as Plantation Extension from Idlewild Street to Colonial Blvd to include design, right-of-way, permitting, drainage, signing, pavement marking and signalization.

**2. DEPARTMENTAL CATEGORY:**

9. Transportation  
COMMISSION DISTRICT #:

C9A

**3. MEETING DATE:**

01-25-2005

**4. AGENDA:**

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

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

- STATUTE
- ORDINANCE
- ADMIN. CODE AC-4-4
- OTHER

**6. REQUESTOR OF INFORMATION:**

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

**7. BACKGROUND:**

On June 29, 2004, the Board of County Commissioners approved the ranking of Consultants and authorized negotiations to commenced with the number one ranked firm. The ranking was as follows: (1) T.Y. Lin International; (2) Ink Engineering Inc.; (3) Community Engineering Services Inc.; and (4) American Consulting Engineers of Florida.

Contract negotiations were successful with the number one ranked firm, TY Lin International, and requires Board approval of the final agreement.

Funds are available in account string: 20406518823.506510

Attachment: Two (2) original PSA's 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 1/11/05				G County Manager
		N/A	1/11/05	Andrea Jesse	OA	OM	Risk	GC	
1/11/05	1/11/05				1-10-05	1/10/05	1/10/05	1/10/05	1-10-05

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: 1/11/05  
Time: 3:35  
Forwarded To:  
Admin 1-10-05

RECEIVED BY  
COUNTY ADMIN:  
1/10/05  
8:40 am set  
COUNTY ADMIN  
FORWARDED TO: RK  
YH 200

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and TY Lin International hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the professional engineering services of said CONSULTANT to provide and perform professional services as further described hereinafter concerning the Project to be referred to and identified as: CN-04-06 Plantation Road Extension, Idlewild Street to Colonial Boulevard, and

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

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

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

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

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

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

ARTICLE 2.00 - DEFINITIONS

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

## 2.01 COUNTY

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

## 2.02 CONSULTANT

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

## 2.03 PROFESSIONAL SERVICES

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

## 2.04 SUB-CONSULTANT

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

## 2.05 SUBCONTRACTOR

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

## 2.06 PROJECT

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

## 2.07 BASIC SERVICES

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

## 2.08      ADDITIONAL SERVICES

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

## 2.09      CHANGE ORDER

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

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

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

## 2.11      SUPPLEMENTAL TASK AUTHORIZATION

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

Date: 09/25/01

## 2.12 DEPARTMENT DIRECTOR

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

## 2.13 PROJECT MANAGER

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

## 2.14 LUMP SUM FEE(S)

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

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

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

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mutually understood and agreed that such compensation for each completed Task shall be made on the following basis:

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

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

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

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

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

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

### ARTICLE 3.00 - OBLIGATIONS OF THE CONSULTANT

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

Date: 09/25/01

### 3.01      LICENSES

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

### 3.02 PERSONNEL

#### (1) QUALIFIED PERSONNEL

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

#### (2) CONSULTANT'S PROJECT DIRECTOR

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

#### (3) REMOVAL OF PERSONNEL

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

### 3.03      TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work

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

### 3.04 STANDARDS OF PROFESSIONAL SERVICE

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

### 3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

#### (1) RESPONSIBILITY TO CORRECT

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

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

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



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

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

3.06 LIABILITY

(1) CONSULTANT TO HOLD COUNTY HARMLESS

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

3.07 NOT TO DIVULGE CERTAIN INFORMATION

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

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

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

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

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

3.09            RESPONSIBILITY FOR ESTIMATES

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

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

(3) Cost Estimates

(A) ORDER OF MAGNITUDE ESTIMATE

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

(B) BUDGET ESTIMATE

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

(C) CONSTRUCTION COST ESTIMATE.

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

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

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

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

(C) CONSTRUCTION COST ESTIMATE.(Continued)

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

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

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

3.10 PERMITS

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

### 3.11      ADDITIONAL SERVICES

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

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

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

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

### 3.12      TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

### 3.13      COMPLETION OF TASKS

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

### 3.14 AFFIRMATIVE ACTION BY CONSULTANT WHEN ENGAGING SUB-CONSULTANTS

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

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

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

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

#### ARTICLE 4.00 - OBLIGATIONS OF THE COUNTY

##### 4.01 DESIGNATION OF PROJECT MANAGER

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

##### 4.02 AVAILABILITY OF COUNTY INFORMATION

###### (1) PROJECT GUIDELINES AND CRITERIA

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

#### 4.02 AVAILABILITY OF COUNTY INFORMATION (Continued)

##### (2) COUNTY TO PROVIDE PERTINENT REFERENCE MATERIAL

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

#### 4.03 AVAILABILITY OF COUNTY'S DESIGNATED REPRESENTATIVES

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

#### 4.04 ACCESS TO COUNTY PROPERTY

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

### ARTICLE 5.00 - COMPENSATION AND METHOD OF PAYMENT

#### 5.01 BASIC SERVICES

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

#### 5.02 ADDITIONAL SERVICES

The COUNTY shall pay the CONSULTANT for all such ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to, in writing, by both parties to this Agreement and which have been rendered as ADDITIONAL SERVICES by the CONSULTANT and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by

5.02      ADDITIONAL SERVICES (Continued)

the COUNTY in accordance with the provisions for compensation and payment of said ADDITIONAL SERVICES as set forth and prescribed in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which EXHIBIT "B" is attached hereto and made a part of this Agreement, or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written Change Order or Supplemental Task Authorization executed by both parties.

5.03      METHOD OF PAYMENT

(1)      MONTHLY STATEMENTS

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

(2)      PAYMENT FOR SERVICES PERFORMED

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

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



(2) PAYMENT FOR SERVICES PERFORMED (Continued)

previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in Exhibit "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The COUNTY reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(3) PAYMENT SCHEDULE

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

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

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

5.05 PAYMENT WHEN SERVICES ARE SUSPENDED

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

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

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of SUPPLEMENTAL TASK AUTHORIZATION(S) and/or CHANGE ORDER(S), other than receiving the compensation set forth in Sub-Articles 5.04 and 5.05, the CONSULTANT shall not be entitled to receive compensation

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

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

ARTICLE 6.00 - TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

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

6.02 TIME OF PERFORMANCE

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

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

6.03 CONSULTANT WORK SCHEDULE

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

#### 6.04 FAILURE TO PERFORM IN A TIMELY MANNER

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

#### ARTICLE 7.00 - SECURING AGREEMENT

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

#### ARTICLE 8.00 - CONFLICT OF INTEREST

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

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

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

## ARTICLE 8.00 - CONFLICT OF INTEREST (Continued)

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

## ARTICLE 9.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

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

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

## ARTICLE 10.00 - APPLICABLE LAW

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

## ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

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

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

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

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

ARTICLE 12.00 - WAIVER OF BREACH

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

ARTICLE 13.00 - INSURANCE

13.01 INSURANCE COVERAGE TO BE OBTAINED

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

Date: 09/25/01

13.01 INSURANCE COVERAGE TO BE OBTAINED (Continued)

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

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

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

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

Geotechnical	Allied Engineering & Testing, Inc.
Public Involvement	Cella Associates, Inc.
Survey	Banks Engineering, Inc.
Environmental	wilsonMiller

13.01 INSURANCE COVERAGE TO BE OBTAINED Continued

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

13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

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

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

- (E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for Professional Liability Insurance); or

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

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

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

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

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

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

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

- (7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the CONSULTANT shall furnish to the COUNTY renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the CONSULTANT to provide the COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate this Agreement.



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

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

13.03 - INSURANCE COVERAGES REQUIRED

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

(1) WORKERS' COMPENSATION

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

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

(2) COMMERCIAL GENERAL LIABILITY

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

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

(3) BUSINESS AUTOMOBILE LIABILITY

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

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

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

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

ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

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

ARTICLE 15.00 - REPRESENTATION OF THE COUNTY

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

## ARTICLE 15.00 - REPRESENTATION OF THE COUNTY (Continued)

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

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

## ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS (Continued)

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

ARTICLE 17.00 - MAINTENANCE OF RECORDS

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

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

ARTICLE 18.00 - HEADINGS

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

ARTICLE 19.00 - ENTIRE AGREEMENT

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

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

- (1) EXHIBIT "A" entitled "Scope of Professional Services" dated October 25, 2004.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated November 4, 2004.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated November 4, 2004.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)", dated November 4, 2004.



## ARTICLE 21.00 - TERMINATION (Continued)

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

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

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

### 21.01 CONSULTANT TO DELIVER MATERIAL

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

## ARTICLE 22.00 - AMENDMENTS

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

## ARTICLE 23.00 - MODIFICATIONS

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

Date: 09/25/01

ARTICLE 23.00 - MODIFICATIONS (Continued)

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

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

ARTICLE 24.00 - ACCEPTANCE

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

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

ATTEST:  
CLERK OF CIRCUIT COURT  
Charlie Green, Clerk

COUNTY: LEE COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Chairman

DATE: \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_  
County Attorney's Office

ATTEST:

\_\_\_\_\_  
T.Y. LIN INTERNATIONAL  
(CONSULTANT)

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

BY: David W. [Signature]  
(Authorized Signature)

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

Vice President  
(Title)

DATE: 1-5-2005

CORPORATE SEAL:



Date: 09/25/01

OCTOBER 25, 2004

EXHIBIT A



SCOPE OF SERVICES

FOR

PLANTATION ROAD EXTENSION

IDLEWILD STREET TO COLONIAL BOULEVARD

LEE COUNTY PROJECT ID #4065



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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

HIGHWAY AND BRIDGE/STRUCTURAL DESIGN

This Exhibit forms an integral part of the agreement between the Lee County Department of Transportation (hereinafter referred to as the DEPARTMENT) and T.Y. Lin International (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Financial Project ID: N/A

Work Program Item No.: N/A  
Federal Aid Project No.: N/A  
County Section No.: 0000  
Description: ~~Plantation Road from Idlewild Street to Colonial Boulevard~~  
Bridge No.: N/A

**1 PURPOSE**

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the DEPARTMENT in connection with the design and preparation of a complete set of construction contract plans and special provisions, if necessary, for:

- Roadway improvements to the transportation facility described herein
- Bridge/structural improvements for the structures identified herein

The general objective is for the CONSULTANT to prepare a set of plans to be used by the contractor to build the project, and by the DEPARTMENT to ensure the project is built as designed and to specifications. Elements of work shall include roadways, structures, intersections, geotechnical activities, surveys, drainage, signing and pavement markings, signalization, utility relocation, right-of-way maps and legal descriptions, maintenance of traffic, cost estimates, environmental permits, quantity computation books, and all necessary incidental items for a complete project.

The Scope of Services establishes which items of work described in the Plans Preparation Manual and other pertinent manuals to accomplish the work are specifically included in this contract, and also which of the items of work will be the responsibility of the CONSULTANT or the DEPARTMENT.

All plans and design documents are to be prepared with Standard English values in accordance with all applicable DEPARTMENT manuals and guidelines.

The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original recommendation may be required. The CONSULTANT is to incorporate these refinements into the design and will consider this effort to be an anticipated and integral part of the work. This will not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the DEPARTMENT and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file in accordance with DEPARTMENT procedures. It shall be the CONSULTANT's

responsibility to utilize the very best engineering judgment, practices, and principles possible during the prosecution of the work commissioned under this contract.

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

## 2 PROJECT DESCRIPTION

The CONSULTANT shall investigate the status of the projects and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies. If a Preliminary Engineering Report is available from a prior or current Project Development and Environmental (PD&E) study, the CONSULTANT shall use the approved concepts as a basis for the design unless otherwise directed by the DEPARTMENT.

The CONSULTANT shall incorporate the following into the design of this facility:

### 2.1 Roadway

Plan Type: Describe type of roadway plans, i.e., plan/profile *Plan & Profile, Cross Sections*

Typical Section: List number and description of typical sections. *2 typical sections; 1) four-lane divided urban curb and gutter, single 5-foot sidewalk, 2) four-lane divided rural with 5-foot paved shoulders, sidewalks in each direction.*

Limits: *Plantation Road from Idlewild Street to Colonial Boulevard.*

Major Intersections/Interchanges: List all intersections/interchanges that will require additional plan sheets. *Idlewild Street & Colonial Boulevard.*

Variations/Exceptions: List anticipated variations/exceptions.

Level of TCP Plans: Identify Level 1, 2, or 3. *Level 1*

### 2.2 Drainage

Describe expected systems. *Open & closed systems, roadside swale treatment, offsite ponds and pond sharing.*

List number of pond sites to be studied per basin. *One.*

### 2.3 Utility Coordination

List companies anticipated on the project. *FPL, Sprint, TECO, Comcast, City of Fort Myers, LCU.*

### 2.4 Permits

List expected permits: *COE, SFWMD, FDOT.*

*Off-Site Mitigation Credits to be used.*



## 2.5 Structures

- **Miscellaneous:** List miscellaneous structure services; i.e., culvert extensions, foundations, mast arms, lighting, sound barrier walls, etc. *Mast arms or strain poles at Colonial Boulevard by others, mast arms or strain poles likely at Idlewild Street. Box culvert possible for Eagle Street ditch.*
- **Miscellaneous**

## 2.6 Signing and Pavement Markings

List number and location of sign structures; i.e., cantilevers, overhead, etc. *None.*

## 2.7 Signals

Intersections: List all existing and proposed signalized intersections and requirements (loop replacement, mast arms, etc.). *Proposed new signal at Idlewild, signal at Colonial by others.*

Traffic Data Collection: List all locations that will require data collection. Describe data to be collected at each location. *Daily counts on Plantation south of Idlewild, turning movements at Idlewild/Plantation and Idlewild/Metro.*

Traffic Studies: List all studies required and locations.

Count Stations: List number of count station(s).

**2.8 Lighting**

*Provide limits and proposed type of lighting. Light the south approach to Colonial Boulevard only, with LDOT specified pole and fixture types.*

**2.9 Landscape Architecture**

*Planting Plans: None*

*Irrigation Plans: None.*

*Hardscape Plans: Indicate if plans include the following: street furniture (litter receptacles, benches, bus shelters, bollards, tree grates and guards, etc.), specialty lighting (street poles and fixtures, landscape lighting, bridge lighting, etc.), specialty paving (concrete, brick or asphalt pavers, stamped, colored concrete or asphalt, etc.), sidewalks, plazas, steps, fountains, walls, pedestrian bridges and any non-regulatory signs or project graphics. N/A*

**2.10 Survey**

*Design Survey: Provide limits and description. **Plantation, south of Idlewild to Colonial, plus approaches. 3-D electronic file, Microstation compatible.***

*Right of Way Survey: Provide limits and description. **South of Idlewild to Colonial. Locate existing & proposed rights of way.***

**2.12 Mapping**

*Control Survey Map: Provide limits. **Horizontal & Vertical control, south of Idlewild to Colonial.***

*Right-of-Way Map: Provide limits. N/A.*

*Maintenance Map: Provide limits. N/A.*

*Miscellaneous Items: List items. **Wetland line locates. Boundary Surveys for up to 12 parcel acquisitions and their remainders, with sketches and descriptions.***

**2.13 Geotechnical**

*Define geotechnical responsibilities; i.e., DEPARTMENT or CONSULTANT. **Consultant***

*List types of borings and unique lab tests, i.e., roadway, structures, ponds, lighting, etc. **Roadway, culvert, signal poles***

**2.15 Joint Project Agreements**

*List all anticipated agreements. **Land swap, pond & easement sharing.***

**2.16 Specifications Package**

*The CONSULTANT shall prepare, sign and seal the project specifications package.*

## 2.17 Project Schedule

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for DEPARTMENT and CONSULTANT activities required to meet the current DEPARTMENT Production Date. *The current production date is December 2006.* The schedule shall be accompanied by an anticipated payout and fiscal progress curve.

The schedule shall indicate all required submittals.

For purposes of scheduling, the CONSULTANT shall allow for the following DEPARTMENT work activity and submittal review times, when applicable:

Work Activity/Submittal Review	Time (weeks)
<hr/> (to be determined by DEPARTMENT)	<hr/> (to be determined by DEPARTMENT)
Roadway Plans Review	4
Right of Way Maps Review	
(Phase I, Phase II)	2
(Phase IV)	2
Pond Siting Report	2
Environmental Permitting Packages Review	2
Traffic Studies and Analysis Report Review	2
Preparation of Right-of-Way Documents Activity	10
Acquisition of Right-of-Way Activity	24
Prepare/Execute Utility Agreements Activity	16

Periodically, throughout the life of the project, the schedule and curves shall be reviewed and, with the approval of the DEPARTMENT, adjusted as necessary to incorporate changes in the work concept and progress to date.

The approved schedule and schedule status report, along with progress and payout curves, shall be submitted with the monthly progress report.

The schedule shall be submitted in Suretrak, Primavera, or system-compatible format.

**2.18 Submittals**

The CONSULTANT shall furnish plans and documents as required by the DEPARTMENT to adequately control, coordinate, and approve the plans. The CONSULTANT shall distribute phase submittals as directed by the DEPARTMENT.

The CONSULTANT shall provide copies of the required plans and documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes. The Project Manager will determine the specific number of copies required prior to each submittal.

**Plans Distribution Chart**

(District to input number of copies required for each phase submittal and footnotes, if desired.)

Department	Phase			
	I	II	III	IV
Project Manager	3	4	4	4

**Engineering Documents**

(Documents and number of copies to be determined by DEPARTMENT preference.)

Document	No. of Copies Required
<b>Roadway Design</b>	
Typical Section Package	1
Pavement Design Report	1
Design Documentation	1
Computation Book	1
<b>Drainage</b>	
Preliminary Pond Siting Report	3
Drainage Design Documentation Report	2
<b>Traffic Operations</b>	
Traffic Report	2

**Engineering Documents**

(Documents and number of copies to be determined by DEPARTMENT preference.)

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<b>Document</b>	<b>No. of Copies Required</b>
<b>Environmental Items</b>	
Environmental Resource Permit Application Package	2 draft + 6 final
<b>Design/Right-of-Way Surveys</b>	
Map and Plat Copies	2
Certified Right-of-Way Control Survey Drawings	2
<b>Geotechnical</b>	
Roadway Report – Final	1
Structures Report	1
<b>Other</b>	
Critical Path Method (CPM) Schedule	1

## 2.19 Provisions for Work

All maps, plans and designs are to be prepared with English values in accordance with all applicable current DEPARTMENT manuals, memorandums, guidelines and other documents listed below.

### General

- Florida Statutes
- Florida Administrative Codes
- Florida Department of Transportation Project Development and Environmental Manual
- Florida Department of Transportation Plans Preparation Manual
- Florida Department of Transportation Standard Specifications for Road and Bridge Construction
- Florida Department of Transportation Handbook for Preparation of Specifications Package
- Florida Department of Transportation Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual, Rev. Ed. 1982
- CADD Production Criteria Handbook
- CADD Manual
- Florida's Level of Service Standards and Guidelines Manual for Planning
- Equivalent Single Axle Load Guidelines
- Design Traffic Procedure
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Department of Transportation Basis of Estimates Manual
- Quality Assurance Guidelines
- Safety Standards
- Rule 61G17-6, F.A.C., Minimum Technical Standards for Professional Surveyors and Mappers
- Department of Environmental Protection Rules Governing Mean High Water and Jurisdictional Line Surveys
- Any special instructions from the DEPARTMENT
- Utility Accommodations Guidelines
- Policy for Geometric Design of Highways and Streets
- Florida Department of Transportation Materials Manual

### Permits

- Chapter 373, F.S.
- Bridge Permit Application Guide, COMDT PUB P16591.3B

### Drainage

- Drainage Manual
- Drainage Handbooks
- Storm Drain
- Optional Pipe Materials
- Stormwater Management Facility
- Cross Drain
- Erosion and Sediment Control
- Hydrology
- Temporary Drainage Handbook

## Survey

- Location Survey Manual
- Highway Field Survey Specifications
- Automated Survey Data Gathering
- Outline Specifications for Aerial Surveys and Photogrammetry for Transportation Projects
- Standards for Consultant-Submitted G.P.S. Static Control Projects
- EFB User Guide
- Chapter 472, F.S.
- Chapter 177, F.S.
- FDEP Bureau of Surveying and Mapping

## Traffic Operation Manuals

- American Disabilities Act
- AASHTO - Guide for Development of Bicycle Facilities
- Federal Highway Administration Standard Highway Signs Manual
- Florida Department of Transportation Traffic Engineering Manual
- Florida Department of Transportation Manual on Uniform Traffic Studies (MUTS)
- National Electrical Code
- National Electric Safety Code
- Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCO)
- Minimum Specifications for Traffic Control Signal Devices
- Florida Department of Transportation - Florida Roundabout Guide
- FHWA - Roundabouts: An Informational Guide
- Florida Department of Transportation Median Handbook
- AASHTO - An Information Guide for Highway Lighting

## Mapping

- Right-of-Way Mapping
- Florida Department of Transportation Right-of-Way Handbook
- Florida Department of Transportation Right-of-Way Manual

## Structures

- AASHTO Standard Specifications for Highway Bridges and Interims (for curved steel bridges and pedestrian bridges only)
- AASHTO LRFD Bridge Specifications and Interims
- AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
- AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, dated 1994
- AASHTO LFD Guide Specifications for Steel Curved Girder Bridges
- AASHTO Guide Specifications for Horizontally Curved Highway Bridges
- AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
- AASHTO Guide Specifications for Design of Pedestrian Bridges
- AASHTO Guide Specifications for Structural Design of Sound Barriers
- Florida Department of Transportation Structures Design Guidelines
- Florida Department of Transportation Structures Detailing Manual
- Florida Department of Transportation Structures Standard and Semi-Standard Drawings
- Florida Department of Transportation Structures Design Office Temporary Design Bulletins (available on Florida Department of Transportation Structures web site only)
- Florida Department of Transportation Preferred Details (available on Florida Department of Transportation Structures web site only)

- Florida Department of Transportation - New Directions For Florida Post-Tensioned Bridges Volumes 1-5
- Florida Department of Transportation Bridge Load Rating Permitting And Posting Manual

Geotechnical

- Soils and Foundation Handbook
- Manual of Florida Sampling and Testing Methods

Landscape Architecture

- Florida Highway Landscape Guide

Architectural

- Building Codes
  - Florida Building Code (includes the engineering design criteria contained in Section 1606; and excludes Chapter 11, Accessibility For People With Physical Disabilities and Appendix E, Energy Conservation)
- Accessibility for Persons with Disabilities
  - Florida Accessibility Code for Building Construction
  - Chapter 13D-1, FAC
  - Section 255.21 and Chapter 553, Part V, F.S.
  - ANSI A117.1 - 1986
  - Titles II and III, Americans With Disabilities Act (ADA), Public Law 101-336; and the ADA Accessibility Guidelines (ADAAG)
- Fire Codes and Rules
  - NFPA 70-1990           National Electrical Code
  - NFPA 101-1997       Life Safety Code
  - NFPA 10-1998       Standard for Portable Fire Extinguishers
  - NFPA 11-1999       Standard for Low-Expansion Foam Systems
  - NFPA 11A-1998      Standard for High- and Medium-Expansion Foam Systems
  - NFPA 12-1998       Standard for Carbon Dioxide Extinguishing Systems
  - NFPA 13-1996       Installation of Sprinkler Systems
  - NFPA 30-1996       Flammable and Combustible Liquids Code
  - NFPA 54-1996       National Gas Fuel Code
  - NFPA 58-1998 LP-Gas Code

Florida Fire Prevention Code as adopted by the State Fire Marshall

Consult with the Florida State Fire Marshal's office for other frequently used codes.

- Energy Conservation
  - Rule 13D-10, FAC, Rules for Construction and Leases of State-Owned Buildings to Ensure Energy Conservation
  - Section 255.251, F.S., Florida Energy Conservation Act of 1974
  - Section 255.255, F.S., Life-Cycle Costs



- Glass
  - Chapter 553, F.S., Part III, Glass
- Elevators
  - Chapter 7C-5, Florida Elevator Code
  - Chapter 399, F.S., Elevators
- Flood Plain Management Criteria
  - Section 255.25, F.S., Approval Required Prior to Construction or Lease of Buildings
  - Rules of the Federal Emergency Management Agency (FEMA)
- Extinguishing Systems
  - NFPA 10 Fire Extinguishers
  - NFPA 13 Sprinkler
  - NFPA 14 Standpipe and Hose System
  - NFPA 17 Dry Chemical
  - NFPA 20 Centrifugal Fire Pump
  - NFPA 24 Private Fire Service Mains
  - NFPA 200 Standard on Clean Agent Fire Extinguishing Systems
- Detection and Fire Alarm Systems
  - NFPA 70 Electrical Code
  - NFPA 72 Standard for the installation, maintenance and use of local protective signaling systems
  - NFPA 72E Automatic Fire Detectors
  - NFPA 72H Testing procedures for remote station and proprietary systems
  - NFPA 72G Installation, Maintenance, and Use of Notification Appliances
  - NFPA 74 Household Fire Warning Equipment
  - NFPA 75 Protection of Electronic Computer Equipment
- Mechanical Systems
  - NFPA 90A Air Conditioning and Ventilating Systems
  - NFPA 92A Smoke Control Systems
  - NFPA 96 Removal of Smoke and Grease-Laden Vapors from Commercial Cooking Equipment
  - NFPA 204M Smoke and Heating Venting
- Miscellaneous Systems
  - NFPA 45 Laboratories Using Chemicals
  - NFPA 80 Fire Doors and Windows
  - NFPA 88A Parking Structures
  - NFPA 105 Smoke and Draft-Control Door Assemblies
  - NFPA 110 Emergency and Standby Power Systems
  - NFPA 220 Types of Building Construction

- NFPA 241 Safeguard Construction, Alteration, and Operations
  - SFM Rule 4A-47 Elevators
  - SFM 4A-51 Boilers
- Other
    - Chapter 10D-6 FAC On Site Sewage Disposal Systems (Septic Tanks)
    - Chapter 17-6.070 FAC Wastewater Facilities (Treatment Plants)
    - Chapter 17-761 FAC Underground Storage Tank Rules

These documents are revised periodically by the responsible agencies and adopted by authorities having jurisdiction on building projects. The design consultant and the project manager are advised to obtain applicable versions of these documents from the responsible agency prior to use.

- American Concrete Institute
- American Institute of Architects - Architect's Handbook of Professional Practice
- American Society for Testing and Materials - ASTM Standards
- Southern Building Code Congress International - Standard Building Codes
- Brick Institute of America
- DMS - Standards for Design of State Facilities
- Florida Concrete Products Association
- Florida Department of Transportation - Standard Specifications for Road and Bridge Construction
- Florida Department of Transportation - Plans Preparation Manual
- Florida Department of Transportation - Roadway and Traffic Design Standards
- Florida Department of Transportation - Structures Design Guidelines
- Florida Department of Transportation - Structures Detailing Manual
- Florida Department of Transportation - Structures Standard Drawings
- Florida Department of Transportation - ADA/Accessibility Procedure
- Florida Department of Transportation - Fixed Capital Outlay Program
- Florida Department of Transportation - Building Code Compliance Procedure
- Florida Department of Transportation - Asbestos Management Program Procedure
- Florida Department of Transportation - Design Build Procurement and Administration
- National Concrete Masonry Association
- National Electrical Code (current edition)
- National Fire Protection Association - Life Safety Code (current edition)
- Portland Cement Association - Concrete Masonry Handbook
- South Florida Building Code

## 2.20 Services to be Performed by the DEPARTMENT

When appropriate the DEPARTMENT will provide those services and materials as set forth below:

Provide pre-numbered survey books in which to record field data.

Furnish standard DEPARTMENT monuments for the bench line.

Regarding Environmental Permitting Services:

- Approve all contacts with environmental agencies.
- Provide general philosophies and guidelines of the DEPARTMENT to be used in the fulfillment of this contract. Objectives, constraints, budgetary limitations, and time constraints will be completely defined by the Project Manager.
- Provide the appropriate signatures on application forms.

Provide letters of authorization designating the CONSULTANT as an agent of the DEPARTMENT in accordance with F.S. 327.274.

Provide phase reviews of roadway plans.

Permit the CONSULTANT to utilize the DEPARTMENT's Data Processing and Computer Services for programs requested by the CONSULTANT and approved by the DEPARTMENT.

Furnish an approved Environmental Document when available.

Furnish all future information that may come to the DEPARTMENT during the term of the CONSULTANT's Agreement, which in the opinion of the DEPARTMENT is necessary for the prosecution of the work.

Furnish available traffic and planning data.

Furnish all approved utility relocations.

Provide project utility certification to the DEPARTMENT's Central Office.

Provide acquisition of any necessary title searches.

Provide project data currently on file.

Provide engineering standards and review services.

Provide all available information in the possession of the DEPARTMENT pertaining to utility companies whose facilities may be affected by the proposed construction.

Provide all future information that may come to the DEPARTMENT pertaining to subdivision plans so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right-of-way.

Provide systems traffic for Projected Design Year, with K, D, and T factors.

Provide existing right-of-way maps.

PD&E documents.

Design Reports

### 3 PROJECT GENERAL TASKS

Project General Tasks are applicable to the project as a whole and are described in Sections 3.1 through 3.6 of this Scope of Service.

#### PROJECT COMMON TASKS

Project Common Tasks are included in most activities, 4.0 Roadway Analysis through 31.0 Architectural Development, of the project. The tasks described here are to be performed by the CONSULTANT when included in each Activity's section of the Scope of Services.

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. A cost estimate will be provided with each submittal. A Summary of Pay Items sheet shall be prepared with Phase III, and IV Plans submittals.

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications.

A Technical Special Provision shall not modify the first nine sections of the Standard Specifications and implemented modifications in any way. All modifications to other sections must be justified to the appropriate District Specifications Office to be included in the project's specifications package, typically as special provisions and not as technical special provisions.

The Technical Special Provisions shall be technical in nature and shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to the District Specifications Office for initial review at the time of the Phase III plans review submission to the DEPARTMENT's Project Manager. This timing will allow for adequate processing time prior to final submittal. The Technical Special Provisions will be reviewed for suitability in accordance with the Handbook for Preparation of Specification Package. The District Specifications Office will forward the Technical Special Provisions to the District Legal Office for their review and comment. All comments will be returned to the CONSULTANT for correction and resolution. Final Technical Special Provisions shall be electronically signed and sealed in accordance with applicable Florida Statutes.

The CONSULTANT shall contact the appropriate District Specifications Office for details of the current format to be used before starting preparations of Technical Special Provisions.

Field Reviews: Includes all trips required to obtain necessary data for all elements of the project.

Technical Meetings: Includes meetings with DEPARTMENT and/or Agency staff, between disciplines and subconsultants, such as access management meetings, pavement design meetings, local governments, railroad companies, progress review meetings (phase review), and miscellaneous meetings.

Quality Assurance/Quality Control: It is the intention of the DEPARTMENT that design CONSULTANTS are held responsible for their work, including plans review. Detailed checking of CONSULTANT plans or assisting in designing portions of the project for the CONSULTANT is not the intent of having external design consultants. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the Plans Preparation Manual, that state and federal design criteria are followed with the DEPARTMENT concept, and that the CONSULTANT submittals are complete.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project. The CONSULTANT shall submit a Quality Control Plan for approval within 20 (twenty) calendar days of the written Notice to Proceed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor that performed the Quality Control review will sign a statement certifying that the review was conducted.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

Independent Peer Review: When directed by the DEPARTMENT, a subconsultant shall perform Independent Peer Reviews. *MLA*

Supervision: Includes all efforts required to supervise all technical design activities.

Coordination: Includes all efforts to coordinate with all disciplines of the project to produce a final set of construction documents.

### **3.1 Public Involvement**

Public involvement is an important aspect of the project development process. Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT shall continue the public involvement begun in previous studies through implementing the DEPARTMENT's Community Awareness Plan. Property owners adjacent to the project, including those not subject to right-of-way acquisition shall be informed about the project. *Public Involvement limited to mailing of newsletter.*

### **3.2 Joint Project Agreements**

The CONSULTANT services shall include all coordination, meetings, etc., required to include Joint Project Agreement (JPA) plans (prepared by others) in contract plans package including all necessary revisions/modifications to contract documents to ensure plans compatibility.

### **3.3 Specifications Package Preparation**

The CONSULTANT shall prepare and provide a complete specifications package, including applicable Technical Special Provisions, for all items and areas of work.

The DEPARTMENT will provide the necessary workbook and electronic files, in Microsoft Word 2000 format, for proper completion of the specifications package. The actual work effort will entail utilization of the supplied electronic files, including updates of new files that may be issued from time to time as mandatory specifications changes, and assembling the package in accordance with the

DEPARTMENT's Specification Package Preparation Training. The DEPARTMENT may also require inclusion of special provisions necessary to convey particular DEPARTMENT needs.

The Standard Specifications, for Road and Bridge Construction and, Special Provisions or Supplemental Specifications from the applicable workbook of implemented modifications may not be modified unless absolutely necessary to control project-specific requirements. Proposed modifications to these listed documents must be drafted in redline strikethrough format along with justification of the project specific need, and coordinated with the District Specifications Office, who will obtain District Legal input, and approval by the State Specifications Engineer, prior to inclusion in the final project specifications package.

The specifications package must be submitted for initial review to the District Specifications Office at least 30 days prior to the contract package to Tallahassee due date, or sooner if required by the District Specifications Office. This submittal does not require signing and sealing and shall be coordinated through the District's Project Manager. Submittal material shall consist of (1) the complete specifications package, (2) a copy of the marked-up workbook used to compile package, (3) a copy of the final project plans, and (4) a copy of the Contract Estimating System sheet utilized with the project.

Final submittal of the complete specifications package must occur at least 10 working days prior to the contract package to Tallahassee due date. This submittal shall be electronically signed, dated, and sealed in accordance with applicable Florida Statutes. The submittal materials shall consist of two CDs. The first CD shall contain an electronic specification project file that includes the specification package, and if applicable, all individual electronically signed and sealed Technical Special Provisions, electronically signed, sealed and secured using PEDDS. The second CD shall contain a "print file" of the specification package combining, if necessary, all Technical Special Provisions, in a consecutively numbered package secured using PEDDS.

#### **3.4 Contract Maintenance**

Contract maintenance includes project management effort for complete setup and maintenance of files, developing monthly progress reports, schedule updates, work effort to develop and execute subconsultant agreements, etc.

#### **3.6 Prime Project Manager Meetings**

These meetings include Prime CONSULTANT Project Manager staff hours for phase review, progress review, all technical meetings, and other coordination activities, including any travel time. Meetings required for each activity are included in the meetings section for that specific activity.

### **4 ROADWAY ANALYSIS**

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

#### **4.1 Typical Section Report**

The CONSULTANT shall provide an approved Typical Section *Report* prior to the Phase I plans submittal date.

#### **4.2 Pavement Design Report**

The CONSULTANT shall provide an approved Pavement Design *Report* prior to the Phase II plans submittal date.

#### **4.3 Access Management**

The CONSULTANT shall incorporate access management standards for each project in coordination with DEPARTMENT staff. The CONSULTANT shall review adopted access management standards and the existing access conditions (interchange spacing, signalized intersection spacing, median opening spacing, and connection spacing). Median openings that will be closed, relocated, or substantially altered shall be shown on plan sheets and submitted with supporting documentation for review with the Phase I plans submittal.

The DEPARTMENT shall provide access management classification information and information derived from PD&E studies and public hearings to be used by the CONSULTANT.

#### **4.4 Horizontal/Vertical Master Design Files**

The CONSULTANT shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management, PD&E documents and scope of work.

#### **4.5 Cross Section Design Files**

The CONSULTANT shall establish and develop cross section design files in accordance with the CADD manual.

#### **4.6 Traffic Control Analysis**

The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction of utilities when the contract includes Joint Project Agreements (JPAs).

The CONSULTANT shall investigate the need for temporary traffic signals, temporary lighting, alternate detour roads, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the DEPARTMENT. Prior to proceeding with the Traffic Control Plan, the CONSULTANT shall meet with the appropriate DEPARTMENT personnel. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

#### **4.8 Design Variations and Exceptions**

If available, the DEPARTMENT shall furnish the Variation/Exception Report. The CONSULTANT shall prepare the documentation necessary to gain DEPARTMENT approval of all appropriate Design Variations and/or Design Exceptions.

#### **4.9 Design Report**

The CONSULTANT shall prepare all applicable report(s) as listed in the Project Description section of this scope.

The CONSULTANT shall submit to the DEPARTMENT design notes, data, and calculations to document the design conclusions reached during the development of the contract plans.

The design notes, data, and computations shall be recorded on size 8½"x11" sheets, fully titled, numbered, dated, indexed and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to 8½"x11" size. The data shall be in a hardback folder for submittal to the DEPARTMENT.

#### **4.10 Computation Book and Quantities**

The CONSULTANT shall prepare the Computation Book and various summary of quantities sheets. This includes all efforts required to develop the Computation Book and the supporting documentation, including construction days when required. *90% & Final only.*

#### **4.11 Cost Estimate**

#### **4.13 Field Reviews**

#### **4.14 Technical Meetings**

#### **4.15 Quality Assurance/Quality Control**

#### **4.17 Supervision**

#### **4.18 Coordination**

### **5 ROADWAY PLANS**

The CONSULTANT shall prepare Roadway, Drainage, Traffic Control, Utility Adjustment Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

#### **5.1 Key Sheet**

#### **5.2 Summary of Pay Items Including Quantity Input**

#### **5.3 Drainage Map**

#### **5.5 Typical Section Sheets**

#### **5.6 General Notes/Pay Item Notes**

#### **5.7 Summary of Quantities**

#### **5.8 Box Culvert Data Sheet**



- 5.10 Summary of Drainage Structures**
- 5.13 Plan/Profile Sheet**
- 5.16 Special Profile**
- 5.20 Intersection Layout Details**
- 5.21 Miscellaneous Detail Sheets**
- 5.22 Drainage Structure Sheet**
- 5.26 Retention/Detention Ponds Detail Sheet**
- 5.27 Retention Pond Cross Sections**
- 5.29 Roadway Soil Survey Sheet**
- 5.30 Cross Sections**
- 5.31 Traffic Control Plan Sheets**
- 5.34 Utility Adjustment Sheets**
- 5.36 Erosion Control Plan**
- 5.37 SWPPP**
- 5.41 Quality Assurance/Quality Control**
- 5.42 Supervision**

## **6 DRAINAGE ANALYSIS**

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the DEPARTMENT's Drainage Manual.

The CONSULTANT shall coordinate fully with the appropriate permitting agencies and the DEPARTMENT's staff. All activities and submittals should be coordinated through the DEPARTMENT's Project Manager. The work will include the engineering analyses for any or all of the following:

### **6.1 Determine Base Clearance Water Elevation**

Analyze, determine, and document high water elevations which will be used to set roadway profile grade. Determine surface water elevations at cross drains, floodplains, outfalls and adjacent

stormwater ponds. Determine groundwater elevations at intervals between the above-mentioned surface waters.

**6.2 Pond Siting Analysis**

Evaluate pond sites using a preliminary hydrologic analysis. Document the results and coordination for all of the project's pond site analyses. The Drainage Manual provides specific documentation requirements.

**6.3 Design of Cross Drains**

Analyze the hydraulic design of cross drains. Check existing cross drains to determine if they are structurally sound and can be extended. Document the design as required. Determine and provide flood data as required.

**6.4 Design of Roadway Ditches**

Design roadway conveyance ditches. This includes determining ditch cross sections, grades, selecting suitable channel lining, designing the side drain pipes, and documentation.

**6.6 Design of Stormwater Management Facility (Offsite Pond)**

Design stormwater management facilities to meet requirements for stormwater quality treatment and attenuation. Develop proposed pond layout (shape, contours, slopes, etc.), perform routing calculations, and design the outlet control structure.

**6.7 Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)**

Design stormwater management facilities to meet requirements for stormwater quality treatment and attenuation. Develop proposed pond layout (shape, contours, slopes, etc.), perform routing calculations, and design the outlet control structure.

**6.9 Design of Storm Drains**

Develop a "working drainage map", determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine Design Tailwater and, if necessary, outlet scour protection.

**6.18 Field Reviews**

**6.19 Technical Meetings**

**6.20 Quality Assurance/Quality Control**

**6.22 Supervision**

**7 UTILITIES**

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring no conflicts exist between utility facilities and the

DEPARTMENT's construction project. The CONSULTANT shall certify all utility negotiations have been completed with arrangements made for utility work to be undertaken.

**7.1 Kickoff Meeting**

Prior to any contact with the UAO(s), the CONSULTANT shall meet with the District Utility Office (DUO) to receive guidance, as may be required, to assure that all necessary coordination will be accomplished in accordance with DEPARTMENT procedures. CONSULTANT shall bring a copy of the design project work schedule reflecting utility activities.

**7.2 Identify Existing UAO(s)**

Identify all utilities in the corridor; check with Maintenance for Permits, Sunshine State One Call, Subsurface Utility Engineering (SUE) Report, Design Location Survey, and Existing Plans.

**7.3 Make Utility Contacts**

First Contact: Send letters and two sets of plans to each utility, one set for the utility office, one set each to construction and maintenance if required. Includes contact by phone for meeting coordination. Request type, size, location, easements, cost for compensable relocation, and justification for any utility exceptions. Include the meeting schedule (if applicable) and the design schedule. Include typical meeting agenda.

Second Contact: At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall transmit two complete sets of Phase II plans to each UAO having facilities located within the project limits, and one set to the DEPARTMENT Offices as required by the District.

Third Contact: Identify agreements and assemble packages. Send agreements, letters and two sets of plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance if required. Include the design schedule. Not all projects will have all contacts as described above.

**7.5 Preliminary Utility Meeting**

The CONSULTANT shall schedule (time and place), notify participants, and conduct a preliminary utility meeting with all affected UAO(s) for the purpose of presenting the project, review the current design schedule, evaluate the utility information collected, provide follow-up information on compensable interest requests, discuss the utility work by highway contractor option with each utility, and discuss any future design issues that may impact utilities. This is also an opportunity for the UAO(s) to present proposed facilities. The CONSULTANT shall keep accurate minutes and distribute a copy to all attendees.

**7.9 Utility Design Meeting**

At a minimum of 3 weeks prior to the meeting, the CONSULTANT shall transmit two complete sets of Phase II plans to each UAO having facilities located within the project limits, and one set to the DEPARTMENT Offices as required by the District. The CONSULTANT shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The CONSULTANT shall be prepared to discuss drainage, traffic signalization, maintenance of traffic (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable interest requests, discuss the utility work by highway contractor option with each utility, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities

with particular emphasis on drainage and maintenance of traffic with each UAO. The intent of this meeting shall be to identify and resolve conflicts between utilities and proposed construction prior to completion of the plans, including utility adjustment details. Also recommend resolution between known utility conflicts with proposed construction plans as practical. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees.

#### **7.10 Review Utility Markups and Work Schedules and Processing of Schedules and Agreements**

Review utility marked up plans individually as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate DEPARTMENT office(s) for review and comment if required by the District. Coordinate with the District for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s). Coordinate programming of funds.

### **8 ENVIRONMENTAL PERMITS**

The CONSULTANT shall notify the DEPARTMENT Project Manager, Environmental Permit *Manager* and other appropriate personnel in advance of all scheduled meetings with the regulatory agencies to allow a DEPARTMENT representative to attend. The CONSULTANT shall copy in the Project Manager and the Environmental *Manager* on all permit related correspondence and meetings.

#### **8.1 Preliminary Project Research**

The CONSULTANT shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure that design efforts are properly directed toward permit requirements.

#### **8.2 Complete Permit Involvement Form**

The CONSULTANT shall document permit involvement in coordination with the *Department Environmental Manager* and DEPARTMENT Project Manager. To be done upon completion of preliminary project research.

#### **8.3 Establish Wetland Jurisdictional Lines**

The CONSULTANT shall collect all data and information necessary to determine the boundaries of wetlands and surface waters defined by the rules or regulations of each agency processing or reviewing a permit application necessary to construct a DEPARTMENT project.

The CONSULTANT shall be responsible for, but not limited to, the following activities:

Determine landward extent of state waters as defined in Chapter 62-340 FAC as ratified in Section 373.4211 FS

Determine the jurisdictional boundaries of wetlands and surface waters as defined by rules or regulations of any other permitting authority that is processing a DEPARTMENT permit application.

Prepare aerial maps showing the jurisdictional boundaries of wetlands and surface waters. Aerial maps shall be reproducible, of a scale no greater than 1"=200' and be recent photography. The maps shall show the jurisdictional limits of each agency. Xerox copies of aerials are not acceptable. All jurisdictional boundaries are to be tied to the project's baseline of survey. When necessary, jurisdictional maps shall be signed and sealed by either a Registered Professional Engineer or a Registered Land Surveyor.

Acquire written verification of jurisdictional lines from the appropriate environmental agencies. Prepare a written assessment of the current condition and relative value of the function being performed by wetlands and surface waters. Prepare data in tabular form which includes ID number for each wetland impacted, size of wetland to be impacted, type of impact and identify any wetland within the project limits that will not be impacted by the project.

#### Agency Verification of Wetland Data

The CONSULTANT shall be responsible for verification of wetland data identified in Section 8.3 and coordinating regulatory agency field reviews, including finalization of wetland assessments with applicable agencies.

#### **8.5 Complete and Submit All Required Permit Applications**

The CONSULTANT shall prepare permit packages as identified in the Project Description section.

The CONSULTANT shall collect all of the data and information necessary to obtain the environmental permits required to construct a project.

The CONSULTANT shall prepare each permit application for DEPARTMENT approval in accordance with the rules and/or regulations of the environmental agency responsible for issuing a specific permit and/or authorization to perform work.

#### **8.6 Prepare Dredge and Fill Sketches**

#### **8.8 Prepare Easement Sketches**

#### **8.9 Prepare Right-of-Way Occupancy Sketches**

#### **8.12 Mitigation Coordination and Meetings**

The CONSULTANT shall coordinate with DEPARTMENT personnel prior to approaching any environmental permitting or reviewing agencies. Once a mitigation plan has been reviewed and approved by the DEPARTMENT, the CONSULTANT will be responsible for coordinating the proposed mitigation plan with the environmental agencies.

#### **8.13 Mitigation Design**

Mitigation will be provided by DEPARTMENT purchase of credits with an appropriate Bank facility.

#### **8.14 Environmental Clearances**

The CONSULTANT shall prepare clearances for all pond and/or mitigation sites identified after the PD&E was completed.

Archaeological and Historical Features: The CONSULTANT shall collect data necessary to completely analyze the impacts to all cultural and historic resources by the pond and/or mitigation sites and prepare a Cultural Resource Assessment Request Package. *N/A.*

Wetland Impact Analysis: The CONSULTANT shall analyze the impacts to wetlands for the pond and/or mitigation sites and complete the Wetlands Evaluation Report.

Wildlife and Habitat Impact Analysis: The CONSULTANT shall collect data necessary to perform an Endangered Species Biological Assessment, and analyze the impacts to wildlife and habitat by the pond and/or mitigation sites.

Contamination Impact Analysis: The CONSULTANT shall perform the necessary analysis to complete the Contamination Screening Evaluation for the pond and/or mitigation sites and complete the Contamination Screening Evaluation Report.

- 8.15 Technical Meetings
- 8.16 Quality Assurance/Quality Control
- 8.17 Supervision
- 8.18 Coordination

## 9 STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS

The CONSULTANT shall analyze and design all structures in accordance with applicable provisions as defined in Section 2.19, Provisions for Work. Individual tasks identified in Sections 9 through 18 are defined in the Staff Hour Estimation Handbook and within the provision defined in Section 2.19, Provisions for Work. Contract documents shall display economical solutions for the given conditions.

The CONSULTANT shall provide Design Documentation to the DEPARTMENT with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. These calculations shall be neatly and logically presented on 8½"x11" paper (where possible) and all sheets shall be numbered. The final design calculations shall be signed and sealed by a Florida-registered professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

- 9.2 Project Layout
- 9.5 Incorporate Report of Core Borings
- 9.7 Computation Book and Quantities
- 9.8 Cost Estimate
- 9.10 Field Reviews
- 9.11 Technical Meetings
- 9.12 Quality Assurance/Quality Control
- 9.14 Supervision
- 9.15 Coordination

**18 STRUCTURES - MISCELLANEOUS**

The CONSULTANT shall prepare plans for Miscellaneous Structure(s) as specified in Section 2.5.

**Concrete Box Culverts**

**18.1 Concrete Box Culverts**

**18.2 Strain Pole**

**18.3 Steel Strain Poles**

**18.4 Concrete Strain Poles – *Idewild* signalization**

**Mast Arms**

**18.5 Mast Arms**

**19 SIGNING AND PAVEMENT MARKING ANALYSIS**

The CONSULTANT shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

**19.5 Sign Panel Design Analysis**

Establish sign layout, letter size and series for non-standard signs. *N/A*

**19.7 Quantities**

**19.8 Computation Book**

**19.9 Cost Estimates**

**19.11 Field Reviews**

**19.13 Quality Assurance/Quality Control**

**19.15 Supervision**

**19.16 Coordination**

**20 SIGNING AND PAVEMENT MARKING PLANS**

The CONSULTANT shall prepare a set of Signing and Pavement Marking Plans in accordance with the Plans Preparation Manual that includes the following.

**20.3 Tabulation of Quantities**

**20.4 General Notes/Pay Item Notes**

**20.6 Plan Sheet**

**20.7 Typical Details**

**20.14 Quality Assurance/Quality Control**

**20.15 Supervision**



## **21 SIGNALIZATION ANALYSIS**

The CONSULTANT shall analyze and document Signalization Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

### **21.1 Traffic Data Collection**

The CONSULTANT shall perform all effort required for traffic data collection, including crash reports, 24 hr. machine counts, 8 hr. turning movement counts, 7 day machine counts, and speed & delay studies.

### **21.2 Traffic Data Analysis**

The CONSULTANT shall determine signal operation plan, intersection geometry, local signal timings, pre-emption phasing & timings, forecasting traffic, and intersection analysis run.

### **21.3 Signal Warrant Study**

### **21.4 Systems Timings**

The CONSULTANT shall determine proper coordination timing plans including splits, force offs, offsets, and preparation of Time Space Diagram.

### **21.5 Reference and Master Signalization Design File**

The CONSULTANT shall prepare the Signalization Design file to include all necessary design elements and all associated reference files.

### **21.6 Reference and Master Interconnect Communication Design File**

The CONSULTANT shall prepare the Interconnect Communication Design file to include all necessary design elements and all associated reference files.

### **21.8 Pole Elevation Analysis**

### **21.9 Traffic Signal Operation Report**

(As defined by the District)

### **21.10 Quantities**

### **21.11 Cost Estimate**

### **21.13 Field Reviews**

The CONSULTANT shall collect information from the maintaining agencies and conduct a field review. The review should include, but is not limited to, the following:

Existing Signal and Pedestrian Phasing  
Controller Make, Model, Capabilities and Condition/Age  
Condition of Signal Structure(s)  
Type of Detection as Compared With Current District Standards

Interconnect Media  
Controller Timing Data

- 21.14 Technical Meetings
- 21.15 Quality Assurance/Quality Control
- 21.17 Supervision
- 21.18 Coordination

## 22 SIGNALIZATION PLANS

The CONSULTANT shall prepare a set of Signalization Plans in accordance with the Plans Preparation Manual, which includes the following.

- 22.2 Summary of Pay Items
- 22.3 Tabulation of Quantities
- 22.4 General Notes/Pay Item Notes
- 22.5 Plan Sheet
- 22.6 Interconnect Plans

*Idlewild Street with Colonial only*

- 22.12 Strain Pole Schedule
- 22.17 Quality Assurance/Quality Control
- 22.18 Supervision

## 23 LIGHTING ANALYSIS

The CONSULTANT shall analyze and document Lighting Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

### 23.4 Voltage Drop Calculations

The CONSULTANT shall submit voltage drop calculations showing the equation or equations used along with the number of luminaries per circuit, the length of each circuit, the size conductor or conductors used and their ohm resistance values. The voltage drop incurred on each circuit (total volts and percentage of drop) shall be calculated, and all work necessary to calculate the voltage drop values for each circuit should be presented in such a manner as to be duplicated by the District.

Load analysis calculations shall be submitted for each branch circuit breaker and main breaker.

**23.6 Reference and Master Design Files**

The CONSULTANT shall prepare the Lighting Design file to include all necessary design elements and all associated reference files.

**23.8 Design Documentation**

The CONSULTANT shall submit a Roadway Lighting Design Documentation Book with each lighting plans submittal under a separate cover and not part of the roadway documentation book. At a minimum, the design documentation book shall include:

Lighting Calculations.

Back up sheet for each bid item quantity total on each lighting plan sheet (Phase III and Phase IV submittals).

Phase submittal checklist.

Three-way quantity check list (Phase III and IV submittals).

Structural calculations for special conventional pole concrete foundations.

Structural calculations for the high mast pole foundations.

Letter to the power company requesting service.

Power company confirmation letter on the requested services (Phase III and Phase IV submittals).

Voltage drop calculations (Phase III and Phase IV submittals).

Load analysis calculations (Phase III and Phase IV submittals).

**23.9 Quantities**

**23.10 Cost Estimate**

**23.11 Technical Special Provisions**

**23.12 Field Reviews**

The CONSULTANT shall collect information from the maintaining agencies and conduct a field review. The review should include but is not limited to the following:

Existing Lighting Equipment

Load Center, Capabilities and Condition/Age

Condition of Lighting Structure(s)

**23.13 Technical Meetings**

**23.14 Quality Assurance/Quality Control**

**23.16 Supervision**

**23.17 Coordination**

**24 LIGHTING PLANS**

The CONSULTANT shall prepare a set of Lighting Plans in accordance with the Plans Preparation Manual, which includes the following:

- 24.1 Key Sheet**
- 24.2 Summary of Pay Item Sheet Including Trns\*port Input**
- 24.3 Tabulation of Quantities**
- 24.4 General Notes/Pay Item Notes**
- 24.5 Pole Data and Legend & Criteria**
- 24.6 Service Point Details**
- 24.7 Project Layout**
- 24.8 Plan Sheet**
- 24.13 Quality Assurance/Quality Control**
- 24.14 Supervision**

**27 SURVEY**

The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

The CONSULTANT shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to the DEPARTMENT. Field books submitted to the DEPARTMENT must be of an approved type. The field books shall be certified by the surveyor in responsible charge of work being performed before the final product is submitted.

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The DEPARTMENT may not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The DEPARTMENT may instead require that these points be surveyed by true line, traverse or parallel offset.

**27.1 Horizontal Project Network Control (HPNC)**

Establish or recover HPNC, for the purpose of establishing horizontal control on the Florida State Plane Coordinate System or datum approved by the District Location Surveyor (DLS); may include primary or secondary control points. Includes analysis and processing of all field collected data, and preparation of forms.

**27.2 Vertical Project Network Control (VPNC)**

Establish or recover VPNC, for the purpose of establishing vertical control on datum approved by the District Location Surveyor (DLS).; may include primary or secondary vertical control points. Includes analysis and processing of all field collected data, and preparation of forms.

**27.3 Alignment and/or Existing Right of Way Lines**

Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per DEPARTMENT R/W Maps, platted or dedicated rights of way.

**27.5 Reference Points**

Reference HPNC points, project alignment, vertical control points, section, ¼ section, center of section corners and G.L.O. corners as required.

**27.7 Digital Terrain Model (DTM)**

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

**27.8 Roadway Cross Sections/Profiles**

Perform field survey check sections or profiles to verify the required accuracy of the digital terrain model and/or to determine existing cross slope. Includes analysis and processing of all field-collected data for comparison with DTM. *100' spacing.*

**27.9 Side Street Surveys**

Refer to tasks of this document as applicable. *50' outside right of way down Florimond Manor Streets.*

**27.10 Underground Utilities**

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

**27.11 Outfall Survey**

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of a D.T.M. Survey with sufficient density of shots. Shoot all break lines, high and low points. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

**27.12 Drainage Survey**

Locate underground data (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

**27.15 Pond Site Survey**

Refer to tasks of this document as applicable.

**27.17 Jurisdiction Line Survey**

Perform field location (2-dimensional) of jurisdiction limits as defined by respective authorities, also includes field edits, analysis and processing of all field collected data, preparation of reports.

**27.18 Geotechnical Support**

Perform 3-dimensional (X,Y,Z) field location, or stakeout, of boring sites established by geotechnical engineer. Includes field edits, analysis and processing of all field collected data and/or reports.

**27.20 Subdivision Location**

Survey all existing recorded subdivision/condominium boundaries, tracts, units, phases, blocks, street R/W lines, common areas. Includes analysis and processing of all field collected data and/or reports. If unrecorded subdivision is on file in the public records of the subject county, tie existing monumentation of the beginning and end of unrecorded subdivision.

**27.21 Maintained R/W**

Perform field location (2-dimensional) of maintained R/W limits as defined by respective authorities, if needed. Also includes field edits, analysis and processing of all field collected data, preparation of reports.

**27.22 Boundary Survey**

Perform boundary survey as defined by DEPARTMENT standards. Includes analysis and processing of all field-collected data, preparation of reports.

**27.24 Right of Way Staking**

Perform field staking and calculations of existing/proposed R/W lines for on-site review purposes.

**27.25 Right of Way Monumentation**

Set R/W monumentation as depicted on final R/W maps for corridor and water retention areas.

**27.26 Line Cutting**

Perform all efforts required to clear vegetation from the line of sight.

**27.27 Work Zone Safety**

Provide work zone as required by DEPARTMENT standards.

**27.28 Miscellaneous Surveys**

Refer to tasks of this document, as applicable, to perform surveys not described herein.

**27.29 Supplemental Surveys**

Supplemental survey days and hours are to be approved in advance by DLS. Refer to tasks of this document, as applicable, to perform surveys not described herein.

**27.30 Document Research**

Perform research of documentation to support field and office efforts involving surveying and mapping.

**27.31 Field Review**

Perform verification of the field conditions as related to the collected survey data.

**27.32 Technical Meetings**

Attend meetings as required and negotiated by the Surveying and Mapping Department.

**27.33 Quality Control/Quality Assurance**

Establish and implement a QAQC plan. Also includes subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

**27.34 Supervision**

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida Professional Surveyor.

**27.35 Coordination**

## 29 MAPPING

The CONSULTANT will be responsible for the preparation of control survey maps, right of way maps, maintenance maps, sketches, other miscellaneous survey maps, and legal descriptions as required for this project in accordance with all applicable DEPARTMENT Manuals, Procedures, Handbooks, and Florida Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to DEPARTMENT size and format requirements utilizing DEPARTMENT approved software, and will be designed to provide a high degree of uniformity and maximum readability. The CONSULTANT will submit maps, legal descriptions, quality assurance check prints, checklists, electronic media files and any other documents as required for this project to the DEPARTMENT for review at stages of completion as negotiated.

### Master CADD File

- 29.1 Alignment
- 29.2 Section and 1/4 Section Lines
- 29.3 Subdivisions
- 29.4 Existing Right of Way
- 29.5 Topography
- 29.6 Parent Tract Properties and Existing Easements
- 29.7 Proposed Right of Way Requirements

The ENGINEER OF RECORD (EOR) will provide the proposed requirements. The PSM is responsible for calculating the final geometry.

### 29.8 Limits of Construction

The limits of construction DGN file as provided by the EOR will be imported or referenced to the master CADD file. Additional labeling will be added as required. The PSM is required to advise the EOR of any noted discrepancies between the limits of construction line and the existing/proposed right of way lines, and for making adjustments as needed when a resolution is determined.

### 29.9 Jurisdictional/Agency Lines

These lines may include, but are not limited to, jurisdictional, wetland, water boundaries, and city/county limit lines.

### Sheet Files

- 29.10 Control Survey Cover Sheet
- 29.11 Control Survey Key Sheet
- 29.12 Control Survey Detail Sheet



- 29.13 Right of Way Map Cover Sheet**
- 29.14 Right of Way Map Key Sheet**
- 29.15 Right of Way Map Detail Sheet**
- 29.16 Maintenance Map Cover Sheet**
- 29.17 Maintenance Map Key Sheet**
- 29.18 Maintenance Map Detail Sheet**
- 29.19 Reference Point Sheet**

This sheet(s) will be included with the Control Survey Map, Right of Way Map and Maintenance Map.

**29.20 Project Network Control Sheet**

This sheet depicts the baseline, the benchmarks, the primary and secondary control points and their reference points including the type of material used for each point, their XYZ coordinates, scale factors and convergence angles. This sheet(s) may be included with the Control Survey Map, Right of Way Map and Maintenance Map.

**29.21 Table of Ownerships Sheet**

**30 GEOTECHNICAL**

The CONSULTANT shall, for each project, be responsible for a complete geotechnical investigation. All work performed by the CONSULTANT shall be in accordance with DEPARTMENT standards, or as otherwise directed by the District Geotechnical Engineer. The District Geotechnical Engineer will make interpretations and changes regarding geotechnical standards, policies and procedures and provide guidance to the CONSULTANT.

Prior to beginning each phase of investigation and after the Notice to Proceed is given, the CONSULTANT shall submit investigation plan for approval and meet with the DEPARTMENT's Geotechnical Engineer or representative to review the project scope and DEPARTMENT requirements. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

The CONSULTANT shall notify the DEPARTMENT in adequate time to schedule a representative to attend all related meetings and field activities.

**30.1 Document Collection and Review**

CONSULTANT will review printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins,

potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, CONSULTANT shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

### **Roadway**

The CONSULTANT shall be responsible for coordination of all geotechnical related fieldwork activities. The CONSULTANT shall retain all samples until acceptance of Phase IV plans. Rock cores shall be retained as directed in writing by the District Geotechnical Engineer.

Obtain pavement cores as directed in writing by the District Geotechnical Engineer.

If required by the District Geotechnical Engineer, a preliminary roadway exploration shall be performed before the Phase I plans submittal. The preliminary roadway exploration will be performed and results provided to the Engineer of Record to assist in setting roadway grades and locating potential problem areas. The preliminary roadway exploration shall be performed as directed in writing by the District Geotechnical Engineer.

CONSULTANT shall perform specialized field-testing as required by project needs and as directed in writing by the District Geotechnical Engineer.

All laboratory testing and classification will be performed in accordance with applicable DEPARTMENT standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

#### **30.2 Detailed Boring Location Plan**

Develop a detailed boring location plan. Meet with DEPARTMENT Geotechnical Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to the DEPARTMENT for approval prior to commencing with the boring program.

#### **30.3 Stake Borings/Utility Clearance**

Stake borings and obtain utility clearance.

#### **30.4 MOT Plans for Field Investigation**

Coordinate and develop Maintenance of Traffic (MOT) plan. All work zone traffic control will be performed in accordance with the DEPARTMENT's Roadway and Traffic Design Standards Index 600 series.

#### **30.5 Drilling Access Permits**

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

#### **30.6 Property Clearances**

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the DEPARTMENT's Project Manager.

**30.8 LBR Sampling**

Collect appropriate samples for Limerock Bearing Ratio (LBR) testing.

**30.9 Coordination of Field Work**

Coordinate all field work required to provide geotechnical data for the project.

**30.10 Soil and Rock Classification - Roadway**

Refine soil profiles recorded in the field, based on results of laboratory testing.

**30.11 Design LBR**

Determine design LBR values from the 90% and mean methods.

**30.12 Laboratory Data**

Tabulate laboratory test results for inclusion in the geotechnical report, the report of tests sheet (Roadway Soil Survey Sheet), and for any necessary calculations and analyses.

**30.19 Geotechnical Recommendations**

Provide geotechnical recommendations regarding the proposed roadway construction project including the following: description of the site/alignment, design recommendations and discussion of any special considerations (i.e. removal of unsuitable material, consolidation of weak soils, estimated settlement time/amount, groundwater control, high groundwater conditions relative to pavement base, etc.) Evaluate and recommend types of geosynthetics and properties for various applications, as required.

**30.20 Preliminary Roadway Report and Pavement Evaluation Report**

If a preliminary roadway investigation is performed, a preliminary roadway report shall be submitted before the Phase I plans submittal. The purpose of the preliminary roadway report will be to assist in setting road grades and locating potential problems.

Copies of U.S.G.S. and S.C.S. maps with project limits shown.

A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.

Results of all tasks discussed in the previous section (Data Interpretation and Analysis).

An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.

The CONSULTANT will respond in writing to any changes and/or comments from the DEPARTMENT and submit any responses and revised reports.

If a pavement evaluation is performed, the evaluation and report submittal shall be in accordance with Section 3.4 of the Materials Manual: Pavement Coring and Evaluation.

### **30.21 Final Report**

The Final Roadway Report shall include the following:

Copies of U.S.G.S. and S.C.S. maps with project limits shown.

A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.

Results of all tasks discussed in the previous section (Data Interpretation and Analysis).

An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.

The CONSULTANT will respond in writing to any changes and/or comments from the DEPARTMENT and submit any responses and revised reports.

### **30.22 Auger Boring Drafting**

Draft auger borings as directed by the DEPARTMENT.

### **30.23 SPT Boring Drafting**

Draft SPT borings as directed by the DEPARTMENT.

## **Structures**

The CONSULTANT shall be responsible for coordination of all geotechnical related fieldwork activities. The CONSULTANT shall retain all samples until acceptance of Phase IV plans. Rock cores shall be retained as directed in writing by the District Geotechnical Engineer.

CONSULTANT shall perform specialized field-testing as required by needs of project and as directed in writing by the District Geotechnical Engineer.

All laboratory testing and classification will be performed in accordance with applicable DEPARTMENT standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

The staff hour tasks for high embankment fills and structural foundations for bridges, box culverts, walls, high-mast lighting, overhead signs, mast arm signals, strain poles, buildings, and other structures include the following:

### **30.24 Detailed Boring Location Plan**

Develop a detailed boring location plan. Meet with DEPARTMENT Geotechnical Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to Florida Department of Transportation for approval prior to commencing with the boring program.

### **30.25 Stake Borings/Utility Clearance**

Stake borings and obtain utility clearance.

### **30.30 Coordination of Field Work**

Coordinate all field work required to provide geotechnical data for the project.

**30.32 Tabulation of Laboratory Data**

Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses.

**30.41 Box Culvert Analysis**

Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.

Provide lateral earth pressure coefficients.

Provide box culvert construction and design recommendations.

Estimate differential and total (long term and short term) settlements.

Evaluate wingwall stability.

**30.44 Final Reports - Signs, Signals, Box Culvert, Walls, and High Mast Lights**

The final reports shall include the following:

Copies of U.S.G.S. and S.C.S. maps with project limits shown.

Summary of structure background data, SCS, USGS, geologic and potentiometric data.

The results of all tasks discussed in the previous section (Data Interpretation and Analysis).

Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.

Any special provisions required for construction that are not addressed in the DEPARTMENT'S Standard specification.

An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available), and any other pertinent information.

Final reports will incorporate comments from the DEPARTMENT and contain any additional field or laboratory test results, recommended foundation alternatives along with design parameters and special provisions for the contract plans. These reports will be submitted to the District Geotechnical Engineer for review prior to project completion. After review by the District Geotechnical Engineer, the reports will be submitted to the District Geotechnical Engineer in final form and will include the following:

All original plan sheets (11" x 17")

One set of all plan and specification documents, in electronic format, according to DEPARTMENT requirements

Two sets of record prints

Six sets of any special provisions

All reference and support documentation used in preparation of contract plans package

Additional final reports (up to four), aside from stated above, may be needed and requested for the DEPARTMENT'S Project Manager and other disciplines.

The final reports, special provisions, as well as record prints, will be signed and sealed by a Professional Engineer registered in the State of Florida.

Draft the detailed boring/sounding standard sheet, including environmental classification, results of laboratory testing, and specialized construction requirements, for inclusion in final plans.

**30.45 Drafting**

Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, S.C.S. map and U.S.D.A. map as directed by the DEPARTMENT. Soil symbols must be consistent with those presented in the latest Florida Department of Transportation Soils and Foundations Handbook.

**30.46 Technical Special Provisions**

**30.47 Field Reviews**

Identify and note surface soil and rock conditions, surface water conditions and locations, and preliminary utility conflicts. Observe and note nearby structures and foundation types.

**30.48 Technical Meetings**

**30.49 Quality Assurance/Quality Control**

**30.50 Supervision**

**30.51 Coordination**

**32 PROJECT REQUIREMENTS**

**32.2 Key Personnel**

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

**32.3 Progress Reporting**

The CONSULTANT shall meet with the DEPARTMENT as required and shall provide a written progress and schedule status reports that describe the work performed on each task. Progress and schedule status reports shall be delivered to the DEPARTMENT concurrently with the monthly invoice. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

**32.4 Correspondence**

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the DEPARTMENT for their records within one (1) week of the receipt or mailing of said correspondence.

**32.5 Professional Endorsement**

The CONSULTANT shall have a Registered Professional Engineer in the State of Florida sign and seal all reports, documents, and plans as required by DEPARTMENT standards.

**32.6 Computer Automation**

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The DEPARTMENT makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the DEPARTMENT's CADD Manual. The CONSULTANT will submit final documents and files as described therein.

**32.7 Coordination With Other Consultants**

The CONSULTANT is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

**32.8 Optional Services**

At the DEPARTMENT's option, the CONSULTANT may be requested to provide post design services. The fee for these services shall be negotiated in accordance with the terms detailed in Exhibit B, Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). A supplemental agreement adding the additional services shall be executed in accordance with paragraph 2.00 of the Standard Consultant Agreement. The additional services may include Construction Assistance, Review of Shop Drawings, Final Bridge Load Rating, update (Category II) bridge plans electronically (CADD) for the Final "As-Built" conditions, based on documents provided by the Department (CADD Services Only) or other Post Design Services as required.

**33 INVOICING LIMITS**

Payment for the work accomplished will be in accordance with Method of Compensation of this contract. Invoices shall be submitted to the DEPARTMENT, in a format prescribed by the DEPARTMENT. The DEPARTMENT Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the DEPARTMENT.

The CONSULTANT will provide a list of key events and the associated total percentage of work considered to be complete at each event. This list will be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the DEPARTMENT.

COMPENSATION AND METHOD OF PAYMENTFor Plantation Road Extension, Idlewild Street to Colonial BoulevardSection 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 4.3(1) "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.)
10	Roadway	\$ 241,784.31	NTE	W.I.P.P.
20	Drainage	\$ 76,771.20	NTE	W.I.P.P.
30	Utilities	\$ 6,042.78	NTE	W.I.P.P.
40	Environmental	\$ 35,000.00	NTE	W.I.P.P.
50	Structures	\$ 8,632.80	NTE	W.I.P.P.
60	Traffic	\$ 47,735.25	NTE	W.I.P.P.
70	Survey	\$ 87,500.00	NTE	W.I.P.P.
80	Geotechnical	\$ 26,916.00	NTE	W.I.P.P.
90	Public Involvement	\$ 8,531.05	NTE	W.I.P.P.
100	Expenses	\$ 10,599.00	LS	W.I.P.P.
TOTAL		\$ 549,512.39		



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 2.4 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 November 4, 2004, 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 November 4, 2004, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: November 4, 2004

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

For Plantation Road Extension, Idlewild Road to Colonial Boulevard

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME: TY Lin International

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

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Project Manager	\$51.30	3.0	\$153.90
Chief Engineer	\$56.50	3.0	\$169.50
Senior Engineer	\$43.70	3.0	\$131.10
Project Engineer	\$29.87	3.0	\$89.61
Senior Tech	\$26.38	3.0	\$79.14
Tech	\$21.99	3.0	\$65.97

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

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

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: November 4, 2004

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

For Plantation Road Extension, Idlewild Road to Colonial Boulevard

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME: Allied Engineering & Testing, Inc

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

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Project Manager	\$90.00	1.00	\$90.00
Drilling Manager	\$54.00	1.00	\$54.00
Staff Engineer	\$60.00	1.00	\$60.00
Drill Crew	\$36.00	1.00	\$36.00
CADD Technician	\$42.00	1.00	\$42.00

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

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

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: November 4, 2004

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

For Plantation Road Extension, Idlewild Road to Colonial Boulevard

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME: Banks Engineering, Inc

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

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Senior Professional Land Surveyor	\$135.00	1.00	\$135.00
Professional Land Surveyor	\$110.00	1.00	\$110.00
G.P.S. Survey Crew	\$110.00	1.00	\$110.00
4-Man Survey Crew	\$115.00	1.00	\$115.00
3-Man Survey Crew	\$105.00	1.00	\$105.00
2-Man Survey Crew	\$85.00	1.00	\$85.00
Survey Technician	\$65.00	1.00	\$65.00
Cad Technician	\$60.00	1.00	\$60.00
Administrative Assistant	\$45.00	1.00	\$45.00
Clerical	\$32.00	1.00	\$32.00

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

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

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: November 4, 2004

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

For Plantation Road Extension, Idlewild Road to Colonial Boulevard

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME: Cella & Associates, Inc

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

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Project Manager	\$136.13	1.00	\$136.13
Senior Professional	\$106.24	1.00	\$106.24
Professional/Senior Inspector	\$92.32	1.00	\$92.32
Planner/Junior Inspector	\$79.74	1.00	\$79.74
Tech	\$77.76	1.00	\$77.76
Admin	\$63.87	1.00	\$63.87

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

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

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: November 4, 2004

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

For Plantation Road Extension, Idlewild Road to Colonial Boulevard

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME: Wilson-Miller

(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)
Staff Classification 2	\$65.00	1.00	\$65.00
Staff Classification 3	\$95.00	1.00	\$95.00
Staff Classification 7	\$150.00	1.00	\$150.00

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

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

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

ATTACHMENT NO. 2 TO EXHIBIT B

Date: November 4, 2004

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for PLANTATION ROAD EXTENSION, IDLEWILD STREET O COLONIAL BOULEVARD

CONSULTANT OR SUB-CONSULTANT NAME

TYLIN INTERNATIONAL

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

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.36/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals: Breakfast, Lunch & Dinner Specified	*Unless Otherwise Specified *In accordance with the Runzheimer rate service for Travel utilizing the "average"
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
<b>TOTAL NON-PERSONNEL REIMBURSEABLE EXPENSES AND COST/LUMP SUM</b>	<b>\$10,599.00</b>
<b>NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).</b>	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed  
CMO:033  
09/25/01

EXHIBIT C

Date: November 4, 2004

TIME AND SCHEDULE OF PERFORMANCE

For Plantation Road Extension, Idlewild Street to Colonial Boulevard

(Enter Project Name from Page 1 of the Agreement)

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 5.00 of this Agreement.

Phase and/or Task Reference AS Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
10	Roadway	365	365
20	Drainage	365	365
30	Utilities	365	365
40	Environmental	365	365
50	Structures	365	365
60	Traffic	365	365
70	Survey	365	365
80	Geotechnical	120	365
90	Public Involvement	365	365
100	Expenses	365	365



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

For Plantation Road, Idlewild Street to Colonial Boulevard

(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
Geotechnical	Allied Engineering & Testing, Inc 5300-A Lee Boulevard Lehigh Acres, FL 33971	Y		DBE WBE		
Public Involvement	Cella Associates, Inc 2125 First Street, Suite 201 Fort Myers, 33901	Y		DBE WBE		
Survey	Banks Engineering, Inc 10501 Six Mile Cypress Parkway Fort Myers, FL 33912		N			
Environmentl	wilson-miller 4571 Colomial Boulevard Fort Myers, FL 33912		N			

EXHIBIT E

Date: November 4, 2004

PROJECT GUIDELINES AND CRITERIA

for Plantation Road Extension, Idlewild Street to Colonial Boulevard

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

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

Item No. 1

None

TRUTH IN NEGOTIATION CERTIFICATE

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

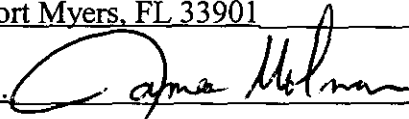
Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

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:

TY Lin International

1536 Broadway, Fort Myers, FL 33901

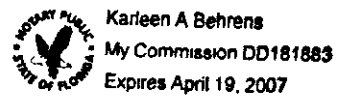
BY: James Molnar, P.E. 

TITLE: Associate

The foregoing instrument was signed and acknowledged before me this 24<sup>th</sup> day of November, 2004, by James Molnar who has produced driver's license as identification. (Print or Type Name) (Type of Identification and Number)

  
Notary Public Signature

Karleen A. Behrens  
Printed Name of Notary Public



4/19/07  
Notary Commission Number/Expiration

CMO:  
00/00/00

<b>MARSH</b>		<b>CERTIFICATE OF INSURANCE</b>		CERTIFICATE NUMBER <b>SEA-000824679-01</b>	
PRODUCER <b>MARSH RISK &amp; INSURANCE SERVICES</b> P. O. BOX 193880 SAN FRANCISCO, CA 94119-3880 CALIFORNIA LICENSE NO. 0437153		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.			
02740-ALL-PROF-2005 INSURED <b>T.Y. LIN INTERNATIONAL</b> TWO HARRISON STREET SUITE 500 SAN FRANCISCO, CA 94105		COMPANIES AFFORDING COVERAGE			
		COMPANY A HARTFORD FIRE INSURANCE CO			
		COMPANY B N/A			
		COMPANY C UNITED STATES FIRE INS CO			
		COMPANY D LEXINGTON INSURANCE CO.			
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNERS & CONTRACTORS PROT <input checked="" type="checkbox"/> DEDUCTIBLE: \$10,000/OCC <input checked="" type="checkbox"/> SEVERABILITY OF INTEREST	57 CES OA4965	03/01/04	03/01/05	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57UENTL2217	05/05/04	03/01/05	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ EACH OCCURRENCE \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	408-617045-1	03/01/04	03/01/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EACH EMPLOYEE \$ 1,000,000
D	PROFESSIONAL LIABILITY	115-4761	02/27/04	02/27/05	PER CLAIM 1,000,000 AGGREGATE 1,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS RE: ALL OPERATIONS THIS CERTIFICATE IS ISSUED AS RESPECTS LIABILITY ARISING OUT OF THE WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED. INSURANCE IS PRIMARY AND NONCONTRIBUTING WITH OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED.					
CERTIFICATE HOLDER LEE COUNTY BOARD OF COUNTY COMMISSIONERS P.O. BOX 398 FT. MYERS, FL 33902-0398			CANCELLATION SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL ___30___ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE. MARSH USA INC. By: Michlo Nekota <i>Michlo Nekota</i>		
			MM1(3/02) VALID AS OF: 12/01/04		