

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

**Blue Sheet No. 20050622**

**1. ACTION REQUESTED/PURPOSE:** Award Professional Services Agreement for CN-05-04 SIX MILE CYPRESS FOUR LANE WIDENING – NO. OF DANIELS TO SO. OF WINKLER EXTENSION, to Johnson Engineering, Inc. for a one year period. Further authorize Chairman on behalf of the Board to execute agreement in the not-to-exceed amount of \$1,111,982.00. This project was anticipated and funds are available within CIP.

**2. WHAT ACTION ACCOMPLISHES:** Provides the County with a Consultant to design and permit the four-lane widening of Six Mile Cypress Parkway from North of Daniels Parkway to South of Winkler Extension.

**3. MANAGEMENT RECOMMENDATION:** Staff recommends approval.

<b>4. Departmental Category:</b> 09 <i>C 9 B</i>		<b>5. Meeting Date:</b> <i>05-24-2005</i>
<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b>	
	Statute _____	
	Ordinance _____	
	<input checked="" type="checkbox"/> Admin. Code <u>AC-4-4</u>	
Other _____		<b>8. Request Initiated:</b> Commissioner _____ Department <u>Transportation</u> Division _____ By: <u>Scott Gilbertson, Director</u>

**9. Background:**  
 On January 4, 2005 the Board approved the ranking of consultants and authorized negotiations to commence with the number one ranked firm. The ranking was as follows: (1) Johnson Engineering, Inc.; (2) AIM Engineering, Inc.; (3) T.Y. Lin International.

Negotiations were successful with the number one ranked firm, Johnson Engineering, Inc. for the not-to-exceed amount of \$1,111,982.00.

Funds are available in account strings: 20460418823.506510 - \$923,535.00 and  
 20408630100.506510 - \$188,447.00

Attachments: Two (2) originals Professional Service Agreements for execution.

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>PRH</i>	<i>JG</i>	N/A	<i>BAO</i>	<i>[Signature]</i>	<i>Analyst</i>	<i>Risk</i>	<i>Grants</i>	<i>Mgr.</i>	<i>[Signature]</i>
<i>5/11/05</i>	<i>5/11/05</i>		<i>5/11/05</i>	<i>5/12/05</i>	<i>5/12/05</i>	<i>5/12/05</i>	<i>5/12/05</i>	<i>5/12/05</i>	<i>5/10/05</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty

Date: *5/11/05*

Time: *2:00*

Forwarded To:

*Admin. 5-11-05*

RECEIVED BY  
 COUNTY ADMIN: *[Signature]*

*5-11-05* *MP.*

*N.S.*

COUNTY ADMIN  
 FORWARDED TO: *[Signature]*

*5/12/05*

*[Signature]*

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this 27th day of April, 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 Johnson Engineering, Inc., hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the professional design 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-05-04 SIX MILE CYPRESS FOUR LANING - NO. OF DANIELS TO SO. OF WINKLER EXTENSION, 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.

Date: 09/25/01

## 2.08      ADDITIONAL SERVICES

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

## 2.09      CHANGE ORDER

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

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

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

## 2.11      SUPPLEMENTAL TASK AUTHORIZATION

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

## 2.12      DEPARTMENT DIRECTOR

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

## 2.13      PROJECT MANAGER

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

## 2.14      LUMP SUM FEE(S)

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

2.15      NOT-TO-EXCEED FEE(S)

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

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

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

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

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

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

## ARTICLE 3.00 - OBLIGATIONS OF THE CONSULTANT

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

### 3.01 LICENSES

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

### 3.02 PERSONNEL

#### (1) QUALIFIED PERSONNEL

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

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

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

#### (3) REMOVAL OF PERSONNEL

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

Date: 09/25/01

### 3.03 TIMELY ACCOMPLISHMENT OF SERVICES

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

### 3.04 STANDARDS OF PROFESSIONAL SERVICE

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

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

#### (1) RESPONSIBILITY TO CORRECT

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

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

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



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

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

3.06 LIABILITY

(1) CONSULTANT TO HOLD COUNTY HARMLESS

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

3.07 NOT TO DIVULGE CERTAIN INFORMATION

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

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

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

Date: 09/25/01

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

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

3.09      RESPONSIBILITY FOR ESTIMATES

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

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

(3) Cost Estimates

(A) ORDER OF MAGNITUDE ESTIMATE

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

(B) BUDGET ESTIMATE

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

(C) CONSTRUCTION COST ESTIMATE.

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

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

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

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

(C) CONSTRUCTION COST ESTIMATE.(Continued)

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

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

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

3.10 PERMITS

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

### 3.11      ADDITIONAL SERVICES

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

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

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

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

### 3.12      TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

### 3.13      COMPLETION OF TASKS

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

Date: 09/25/01

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

Date: 09/25/01

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

Date: 09/25/01

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.)

None

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

Date: 09/25/01

- (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 April 27, 2005.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated April 27, 2005.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated April 27, 2005.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)", dated April 27, 2005.



## 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: \_\_\_\_\_  
Department Director or County  
Manager or Chairman

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

APPROVED AS TO FORM

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

ATTEST:

\_\_\_\_\_  
Johnson Engineering, Inc.  
(CONSULTANT)

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

BY:   
(Authorized Signature)

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

\_\_\_\_\_  
President  
(Title)

DATE: April 27, 2005

APRIL 27, 2005

EXHIBIT A



SCOPE OF SERVICES

FOR

SIX MILE CYPRESS PARKWAY 4-LANE WIDENING,  
NORTH OF DANIELS TO SOUTH OF WINKLER EXTENSION

CN-05-04  
Lee County Project #4604



<b>1</b>	<b>PURPOSE</b>	<b>12</b>
<b>2</b>	<b>PROJECT DESCRIPTION</b>	<b>12</b>
2.1	Roadway	13
2.2	Drainage	13
2.3	Utility Coordination	13
2.4	Permits	13
2.5	Structures	14
2.6	Signing and Pavement Markings	14
2.7	Signals	14
2.8	Lighting	14
2.9	Landscape Architecture	14
2.10	Survey	14
2.11	Photogrammetry	14
2.12	Mapping	15
2.13	Geotechnical	15
2.14	Public Involvement	15
2.15	Joint Project Agreements (None are anticipated for this project)	15
2.16	Specifications Package	15
2.17	Project Schedule	15
2.18	Submittals	16
2.19	Provisions for Work	17
2.20	Services to be Performed by the COUNTY	21
<b>3</b>	<b>PROJECT GENERAL TASKS</b>	<b>22</b>
3.1	Public Involvement	23
3.2	Joint Project Agreements (Not applicable to this project)	23
3.3	Specifications Package Preparation	24
3.4	Contract Maintenance	24
3.5	Value Engineering (Multi-Discipline Team) Review (Not applicable to this project)	24
3.6	Prime Project Manager Meetings	24
<b>4</b>	<b>ROADWAY ANALYSIS</b>	<b>24</b>
4.1	Typical Section <i>Report</i>	24
4.2	Pavement Design <i>Report</i>	24
4.3	Access Management	24
4.4	Horizontal/Vertical Master Design Files	24
4.5	Cross Section Design Files	24
4.6	Traffic Control Analysis	25
4.7	Master TCP Design Files (Not applicable to this project)	25
4.8	Design Variations and Exceptions	25
4.9	Design Report	25
4.10	Computation Book and Quantities	25
4.11	Cost Estimate	25
4.12	Technical Special Provisions	25
4.13	Field Reviews	25
4.14	Technical Meetings	25
4.15	Quality Assurance/Quality Control	26
4.16	Independent Peer Review (Not applicable to this project)	26
4.17	Supervision	26
4.18	Coordination	26
<b>5</b>	<b>ROADWAY PLANS</b>	<b>26</b>
5.1	Key Sheet	26

5.2	Summary of Pay Items Including Quantity Input	26
5.3	Drainage Map	26
5.4	Interchange Drainage Map (Not applicable to this project)	26
5.5	Typical Section Sheets	26
5.6	General Notes/Pay Item Notes	26
5.7	Summary of Quantities	26
5.8	Box Culvert Data Sheet (Not applicable to this project)	26
5.9	Bridge Hydraulics Recommendation Sheets (Not applicable to this project)	26
5.10	Summary of Drainage Structures	26
5.11	Optional Pipe/Culvert Material	26
5.12	Project Layout	26
5.13	Plan/Profile Sheet	26
5.14	Profile Sheet	26
5.15	Plan Sheet	26
5.16	Special Profile	26
5.17	Back of Sidewalk Profile Sheet	26
5.18	Interchange Layout Sheet (Not applicable to this project)	26
5.19	Ramp Terminal Details (Plan View) (Not applicable to this project)	26
5.20	Intersection Layout Details	26
5.21	Miscellaneous Detail Sheets	27
5.22	Drainage Structure Sheet	27
5.23	Miscellaneous Drainage Detail Sheets	27
5.24	Lateral Ditch Plan/Profile (Not applicable to this project)	27
5.25	Lateral Ditch Cross Sections	27
5.26	Retention/Detention Ponds Detail Sheet	27
5.27	Retention Pond Cross Sections	27
5.28	Cross-Section Pattern Sheet	27
5.29	Roadway Soil Survey Sheet	27
5.30	Cross Sections	27
5.31	Traffic Control Plan Sheets	27
5.32	Traffic Control Cross Section Sheets (Not applicable to this project)	27
5.33	Traffic Control Detail Sheets (Not applicable to this project)	27
5.34	Utility Adjustment Sheets	27
5.35	Selective Clearing and Grubbing	27
5.36	Erosion Control Plan	27
5.37	SWPPP	27
5.38	Project Control Network Sheet	27
5.39	Interim Standards	27
5.40	Utility Verification Sheet (SUE Data)	27
5.41	Quality Assurance/Quality Control	27
5.42	Supervision	27
<b>6</b>	<b>DRAINAGE ANALYSIS</b>	<b>27</b>
6.1	Determine Base Clearance Water Elevation	28
6.2	Pond Siting Analysis and Report	28
6.3	Design of Cross Drains	28
6.4	Design of Roadway Ditches	28
6.5	Design of Outfalls	28
6.6	Design of Stormwater Management Facility (Offsite Pond)	28
6.7	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	28
6.8	Design of Flood Plain Compensation Area	28
6.9	Design of Storm Drains	28
6.10	Optional Culvert Material	29
6.11	French Drain Design (Not applicable to this project)	29
6.12	Drainage Wells (Not applicable to this project)	29
6.13	Drainage Design Documentation Report	29

6.14	Bridge Hydraulic Report (Not applicable to this project)	29
6.15	Temporary Drainage Analysis (Not applicable to this project)	29
6.16	Cost Estimate	29
6.17	Technical Special Provisions	29
6.18	Field Reviews	29
6.19	Technical Meetings	29
6.20	Quality Assurance/Quality Control	29
6.21	Independent Peer Review (Not applicable to this project)	29
6.22	Supervision	29
6.23	Coordination	29
<b>7</b>	<b>UTILITIES</b>	<b>29</b>
7.1	Kickoff Meeting	29
7.2	Identify Existing UAO(s)	29
7.3	Make Utility Contacts	30
7.4	Exception Coordination	30
7.5	Preliminary Utility Meeting	30
7.6	Individual/Field Meetings	30
7.7	Collect and Review Plans and Data from UAO(s)	30
7.8	Subordination of Easements Coordination	30
7.9	Utility Design Meeting	31
7.10	Review Utility Markups and Work Schedules and Processing of Schedules and Agreements	31
7.11	Utility Coordination/Follow-up	31
7.12	Utility Constructability Review	31
7.13	Additional Utility Services	31
7.14	Processing Utility Work by Highway Contractor (UWHC) (Not applicable for this project)	31
7.15	Contract Plans to UAO(s) (Not applicable for this project)	31
7.16	Certification/Close-Out (Not applicable for this project)	31
<b>8</b>	<b>ENVIRONMENTAL PERMITS</b>	<b>31</b>
8.1	Preliminary Project Research	32
8.2	Complete Permit Involvement Form	32
8.3	Establish Wetland Jurisdictional Lines	32
8.4	Agency Verification of Wetland Data	32
8.5	Complete and Submit All Required Permit Applications	32
8.6	Prepare Dredge and Fill Sketches	33
8.7	Prepare USCG Permit Sketches	33
8.8	Prepare Easement Sketches (Not applicable for this project)	33
8.9	Prepare Right-of-Way Occupancy Sketches (Not applicable for this project)	33
8.10	Prepare Coastal Construction Control Line (CCCL) Permit Sketches (Not applicable for this project)	33
8.11	Prepare Tree Permit Information	33
8.12	Mitigation Coordination and Meetings	33
8.13	Mitigation Design	33
8.14	Environmental Clearances	33
8.15	Technical Meetings	34
8.16	Quality Assurance/Quality Control	34
8.17	Supervision	34
8.18	Coordination	34
<b>9</b>	<b>STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS</b>	<b>34</b>
9.1	Index of Drawings (Not applicable for this project)	34
9.2	Project Layout (Not applicable for this project)	34
9.3	General Notes and Bid Item Notes	34
9.4	Incorporate Florida Department of Transportation Standards (Not applicable for this project)	34
9.5	Incorporate Report of Core Borings	34

9.6	Existing Bridge Plans (Not applicable for this project)	34
9.7	Computation Book and Quantities	34
9.8	Cost Estimate	35
9.9	Technical Special Provisions	35
9.10	Field Reviews	35
9.11	Technical Meetings (Not applicable for this project)	35
9.12	Quality Assurance/Quality Control	35
9.13	Independent Peer Review (Not applicable for this project)	35
9.14	Supervision	35
9.15	Coordination	35
<b>10</b>	<b>STRUCTURES - BRIDGE DEVELOPMENT REPORT and tasks 10.1 – 10.48 are not applicable for this project.</b>	<b>35</b>
<b>11</b>	<b>STRUCTURES - TEMPORARY BRIDGE and tasks 11.1 – 11.8 are not applicable for this project.</b>	<b>35</b>
<b>12</b>	<b>STRUCTURES - SHORT SPAN CONCRETE BRIDGE and tasks 12.1 – 12.28 are not applicable for this project.</b>	<b>35</b>
<b>13</b>	<b>STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE and tasks 13.1 – 13.53 are not applicable for this project.</b>	<b>35</b>
<b>14</b>	<b>STRUCTURES - STRUCTURAL STEEL BRIDGE and tasks 14.1 – 14.61 are not applicable for this project.</b>	<b>35</b>
<b>15</b>	<b>STRUCTURES - SEGMENTAL CONCRETE BRIDGE and tasks 15.1 – 15.78 are not applicable for this project.</b>	<b>35</b>
<b>16</b>	<b>STRUCTURES - MOVABLE SPAN and tasks 16.1 – 16.102 are not applicable for this project.</b>	<b>35</b>
<b>17</b>	<b>STRUCTURES - RETAINING WALL and tasks 17.1 – 17.21 are not applicable for this project.</b>	<b>35</b>
<b>18</b>	<b>STRUCTURES - MISCELLANEOUS</b>	<b>35</b>
	Concrete Box Culverts and tasks 18.1 – 18.2 are not applicable for this project.	35
	Strain Poles and tasks 18.3 – 18.4 are not applicable for this project.	35
	Mast Arms	35
	18.5 Mast Arms	36
	Overhead/Cantilever Sign Structure and tasks 18.5 – 18.10 are not applicable for this project.	36
	High Mast Light Foundations and task 18.11 is not applicable for this project.	36
	Sound Barrier Walls (Ground Mount) and tasks 18.12 – 18.18 are not applicable for this project.	36
	18.9 Special Structures	36
<b>19</b>	<b>SIGNING AND PAVEMENT MARKING ANALYSIS</b>	<b>36</b>
	19.1 Traffic Data Analysis	36
	19.2 No Passing Zone Study (Not applicable for this project)	36
	19.3 Reference and Master Design File	36
	19.4 Multi-Post Sign Support Calculations	36
	19.5 Sign Panel Design Analysis	36
	19.6 Sign Lighting/Electrical Calculations	36
	19.7 Quantities	37
	19.8 Computation Book	37
	19.9 Cost Estimates	37
	19.10 Technical Special Provisions	37
	19.11 Field Reviews	37

19.12	Technical Meetings	37
19.13	Quality Assurance/Quality Control	37
19.14	Independent Peer Review (Not applicable for this project)	37
19.15	Supervision	37
19.16	Coordination	37
<b>20</b>	<b>SIGNING AND PAVEMENT MARKING PLANS</b>	<b>37</b>
20.1	Key Sheet	37
20.2	Summary of Pay Items	37
20.3	Tabulation of Quantities	37
20.4	General Notes/Pay Item Notes	37
20.5	Project Layout	37
20.6	Plan Sheet	37
20.7	Typical Details	37
20.8	Guide Sign Work Sheet(s)	37
20.9	Traffic Monitoring Site (Not applicable for this project)	37
20.10	Cross Sections	37
20.11	Special Service Point Details	37
20.12	Special Details	37
20.13	Interim Standards	37
20.14	Quality Assurance/Quality Control	37
20.15	Supervision	38
<b>21</b>	<b>SIGNALIZATION ANALYSIS</b>	<b>38</b>
21.1	Traffic Data Collection	38
21.2	Traffic Data Analysis	38
21.3	Signal Warrant Study	38
21.4	Systems Timings (Not applicable for this project)	38
21.5	Reference and Master Signalization Design File (Not applicable for this project)	38
21.6	Reference and Master Interconnect Communication Design File (Not applicable for this project)	38
21.7	Overhead Street Name Sign Design (Not applicable for this project)	38
21.8	Pole Elevation Analysis (Not applicable for this project)	38
21.9	Traffic Signal Operation Report (Not applicable for this project)	38
21.10	Quantities (Not applicable for this project)	38
21.11	Cost Estimate (Not applicable for this project)	38
21.12	Technical Special Provisions (Not applicable for this project)	39
21.13	Field Reviews (Not applicable for this project)	39
21.14	Technical Meetings	39
21.15	Quality Assurance/Quality Control	39
21.16	Independent Peer Review (Not applicable for this project)	39
21.17	Supervision	39
21.18	Coordination	39
<b>22</b>	<b>SIGNALIZATION PLANS</b>	<b>39</b>
22.1	Key Sheet	39
22.2	Summary of Pay Items Including Trns*port Input	39
22.3	Tabulation of Quantities	39
22.4	General Notes/Pay Item Notes	39
22.5	Plan Sheet (Not applicable for this project)	39
22.6	Interconnect Plans	39
22.7	Traffic Monitoring Site (Not applicable for this project)	39
22.8	Guide Sign Worksheet (Not applicable for this project)	39
22.9	Special Details	39
22.10	Special Service Point Details (Not applicable for this project)	39
22.11	Mast Arm/Monotube Tabulation Sheet (Not applicable for this project)	39

22.12	Strain Pole Schedule (Not applicable for this project)	39
22.13	TCP Signal (Temporary) (Not applicable for this project)	39
22.14	Temporary Detection Sheet (Not applicable for this project)	39
22.15	Utility Conflict Sheet	39
22.16	Interim Standards	39
22.17	Quality Assurance/Quality Control	39
22.18	Supervision	39
<b>23</b>	<b>LIGHTING ANALYSIS</b>	<b>40</b>
23.1	Lighting Justification Report	40
23.2	Lighting Design Analysis Report	40
23.3	Aeronautical Evaluation	40
23.4	Voltage Drop Calculations	40
23.5	FDEP Coordination and Report	41
23.6	Reference and Master Design Files	41
23.7	Temporary Lighting (Not applicable for this project)	41
23.8	Design Documentation	41
23.9	Quantities	41
23.10	Cost Estimate	41
23.11	Technical Special Provisions	41
23.12	Field Reviews	41
23.13	Technical Meetings	41
23.14	Quality Assurance/Quality Control	41
23.15	Independent Peer Review (Not applicable for this project)	41
23.16	Supervision	41
23.17	Coordination	41
<b>24</b>	<b>LIGHTING PLANS</b>	<b>42</b>
24.1	Key Sheet	42
24.2	Summary of Pay Item Sheet	42
24.3	Tabulation of Quantities	42
24.4	General Notes/Pay Item Notes	42
24.5	Pole Data and Legend & Criteria	42
24.6	Service Point Details	42
24.7	Project Layout	42
24.8	Plan Sheet	42
24.9	Special Details	42
24.10	Temporary Lighting Data and Details (Not applicable for this project)	42
24.11	Traffic Control Plan Sheets (Not applicable for this project)	42
24.12	Interim Standards	42
24.13	Quality Assurance/Quality Control	42
24.14	Supervision	42
<b>25</b>	<b>LANDSCAPE ARCHITECTURE ANALYSIS and tasks 25.1 – 25.14 are incorporated in Section 26.</b>	<b>42</b>
<b>26</b>	<b>LANDSCAPE ARCHITECTURE PLANS</b>	<b>42</b>
26.1	Base Plan Preparation	42
26.2	Site Investigation	43
26.3	Conceptual Design (30%)	43
26.4	Design Development (60%)	44
26.5	Construction Documents (90%)	45
26.6	Construction Documents (100%)	46
26.7	Bidding Assistance	46
26.8	Construction Assistance	46
26.9	Reimbursables	47

<b>27</b>	<b>SURVEY</b>	<b>47</b>
27.1	Horizontal Project Network Control (HPNC)	47
27.2	Vertical Project Network Control (VPNC)	47
27.3	Alignment and/or Existing Right-of-Way Lines	47
27.4	Aerial Targets	47
27.5	Reference Points	47
27.6	Topography (2D)	47
27.7	Digital Terrain Model (DTM)	48
27.8	Roadway Cross Sections/Profiles	48
27.9	Side Street Surveys	48
27.10	Underground Utilities	48
27.11	Outfall Survey	48
27.12	Drainage Survey	48
27.13	Bridge Survey (not applicable to the project)	48
27.14	Channel Survey	48
27.15	Pond Site Survey	48
27.16	Mitigation Survey	49
27.17	Jurisdiction Line Survey	49
27.18	Geotechnical Support	49
27.19	Sectional/Grant Survey	49
27.20	Subdivision Location	49
27.21	Maintained R/W	49
27.22	Boundary Survey	49
27.23	Water Boundary Survey (Not applicable for this project)	49
27.24	Right of Way Staking (Not applicable for this project)	49
27.25	Right of Way Monumentation (Not applicable for this project)	49
27.26	Line Cutting	49
27.27	Work Zone Safety	49
27.28	Miscellaneous Surveys	49
27.29	Supplemental Surveys	50
27.30	Document Research	50
27.31	Field Review	50
27.32	Technical Meetings	50
27.33	Quality Control/Quality Assurance	50
27.34	Supervision	50
27.35	Coordination	50
<b>28</b>	<b>PHOTOGRAMMETRY</b>	<b>50</b>
28.1	Flight Preparation	50
28.2	Control Point Coordination	50
28.3	Mobilization	50
28.4	Flight Operations	50
28.5	Film Processing	51
28.6	Photo Products	51
28.7	Scanning	51
28.8	Lidar (Not applicable for this project)	51
28.9	Aerial Triangulation	51
28.10	Surfaces	51
28.11	Ortho Generation	51
28.12	Rectified Digital Imagery (Georeferenced)	51
28.13	Mosaicking	51
28.14	Sheet Clipping	51
28.15	Topographics (3D)	51
28.16	Planimetrics (2D)	51
28.17	Drainage Basin	51
28.18	CADD Edit	51

28.19	Data Merging	52
28.20	Miscellaneous	52
28.21	Field Review	52
28.22	Meetings	52
28.23	Quality Control/Quality Assurance	52
28.24	Supervision	52
28.25	Coordination	52
<b>29</b>	<b>MAPPING</b>	<b>52</b>
	Master CADD File	52
29.1	Alignment	52
29.2	Section and ¼ Section Lines	52
29.3	Subdivisions (N/A – No ROW Maps)	52
29.4	Existing Right-of-Way	52
29.5	Topography	52
29.6	Parent Tract Properties and Existing Easements (N/A – No ROW Maps)	53
29.7	Proposed Right-of-Way Requirements	53
29.8	Limits of Construction	53
29.9	Jurisdictional/Agency Lines	53
	Sheet Files	53
29.10	Control Survey Cover Sheet (N/A – No ROW Maps)	53
29.11	Control Survey Key Sheet (N/A – No ROW Maps)	53
29.12	Control Survey Detail Sheet (N/A – No ROW Maps)	53
29.13	Right of Way Map Cover Sheet (N/A – No ROW Maps)	53
29.14	Right of Way Map Key Sheet (N/A – No ROW Maps)	53
29.15	Right of Way Map Detail Sheet (N/A – No ROW Maps)	53
29.16	Maintenance Map Cover Sheet (Not applicable for this project)	53
29.17	Maintenance Map Key Sheet (Not applicable for this project)	53
29.18	Maintenance Map Detail Sheet (Not applicable for this project)	53
29.19	Reference Point Sheet	53
29.20	Project Network Control Sheet (Not applicable for this project)	53
29.21	Table of Ownerships Sheet (N/A – No ROW Maps)	53
	Miscellaneous Surveys and Sketches	53
29.22	Parcel Sketches	53
29.23	TIITF Sketches (Not applicable for this project)	53
29.24	Other Specific Purpose Survey(s)	53
29.25	Boundary Survey(s) Map	54
29.26	Right of Way Monumentation Map (Not applicable for this project)	54
29.27	Title Search Map (N/A – No ROW Maps)	54
29.28	Title Search Report (N/A – No ROW Maps)	54
29.29	Legal Descriptions	54
29.30	Final Map/Plans Comparison	54
29.31	Field Reviews	54
29.32	Technical Meetings	54
29.33	Quality Assurance/Quality Control	54
29.34	Supervision	54
29.35	Coordination	54
<b>30</b>	<b>GEOTECHNICAL</b>	<b>54</b>
30.1	Document Collection and Review	55
	Roadway	55
30.2	Detailed Boring Location Plan	55
30.3	Stake Borings/Utility Clearance	55
30.4	MOT Plans for Field Investigation	55
30.5	Drilling Access Permits	55
30.6	Property Clearances	55



30.7	Groundwater Monitoring (Not applicable for this project)	56
30.8	LBR Sampling	56
30.9	Coordination of Field Work	56
30.10	Soil and Rock Classification - Roadway	56
30.11	Design LBR	56
30.12	Laboratory Data	56
30.13	Seasonal High Water Table	56
30.14	Parameters for Water Retention Areas	56
30.15	Limits of Unsuitable Material	56
30.16	ASCII Files for Cross-Sections	56
30.17	Embankment Settlement and Stability (Not applicable for this project)	56
30.18	Stormwater Volume Recovery and/or Background Seepage Analysis (Not applicable for this project)	56
30.19	Geotechnical Recommendations	56
30.20	Preliminary Roadway Report and Pavement Evaluation Report	57
30.21	Final Report	57
30.22	Auger Boring Drafting	57
30.23	SPT Boring Drafting	57
	Structures	57
30.24	Detailed Boring Location Plan	58
30.25	Stake Borings/Utility Clearance	58
30.26	MOT Plans for Field Investigation	58
30.27	Drilling Access Permits	58
30.28	Property Clearances	58
30.29	Collection of Corrosion Samples	58
30.30	Coordination of Field Work	58
30.31	Soil and Rock Classification - Structures	58
30.32	Tabulation of Laboratory Data	58
30.33	Design Groundwater Level for Structures	58
30.34	Selection of Foundation Alternatives (BDR) (Not applicable for this project)	58
30.35	Detailed Analysis of Selected Foundation Alternate(s) (Not applicable for this project)	59
30.36	Bridge Construction and Testing Recommendations (Not applicable for this project)	59
30.37	Lateral Load Analysis (Optional) (Not applicable for this project)	59
30.38	Walls	59
30.39	Sheet Pile Wall Analysis (Optional) (Not applicable for this project)	59
30.40	Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations (Not applicable for this project)	59
30.41	Box Culvert Analysis (Not applicable for this project)	59
30.42	Preliminary Report - BDR (Not applicable for this project)	59
30.43	Final Report - Bridge and Associated Walls (Not applicable for this project)	59
30.44	Final Reports - Signs, Signals, Box Culvert, Walls, and High Mast Lights (Not applicable for this project)	59
30.45	Drafting	59
30.46	Technical Special Provisions	59
30.47	Field Reviews	59
30.48	Technical Meetings	59
30.49	Quality Assurance/Quality Control	59
30.50	Supervision	59
30.51	Coordination	59
30.52	Optional Preliminary Contamination Assessment (Not applicable for this project)	60
<b>31</b>	<b>PUBLIC INVOLVEMENT</b>	<b>60</b>
31.1	<i>Mailing List</i>	60
31.2	<i>Public Information Meeting No. 1</i>	60
31.3	<i>Public Information Meeting No. 2</i>	60
31.4	<i>Newsletters</i>	61

31.5	<i>Public Information Hearing</i>	61
31.6	<i>Meetings</i>	61
<b>32</b>	<b>PROJECT REQUIREMENTS</b>	<b>61</b>
32.1	Liaison Office (Not applicable for this project)	61
32.2	Key Personnel	61
32.3	Progress Reporting	61
32.4	Correspondence	61
32.5	Professional Endorsement	61
32.6	Computer Automation	62
32.7	Coordination with Other Consultants	62
32.8	Optional Services	62
<b>33</b>	<b>INVOICING LIMITS</b>	<b>62</b>

## 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 COUNTY) and *Johnson Engineering, Inc.* (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Contract Number: CN-05-04  
Description: Six Mile Cypress Parkway 4-Lane Widening  
North of Daniels to South of Winkler Extension

### 1 PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the COUNTY in connection with the 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 *including a pedestrian bridge.*

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 COUNTY to ensure the project is built as designed and to specifications. Elements of work shall include roadways, structures, intersections, interchanges, geotechnical activities, surveys, drainage, signing and pavement markings, signalization, lighting, utility relocation, landscaping and irrigation, right-of-way maps and legal descriptions, maintenance of traffic, cost estimates, environmental permits, environmental mitigation plans, 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 COUNTY.

All plans and design documents are to be prepared with Standard English values in accordance with all applicable COUNTY 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 COUNTY and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file in accordance with COUNTY 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 COUNTY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of the contract plans. The COUNTY will provide job-specific information and/or functions as outlined in this contract.

### 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 study, the CONSULTANT shall use the approved concepts as a basis for the design unless otherwise directed by the COUNTY.

*The existing roadway typical section for this segment of Six Mile Cypress Parkway is a two-way facility with 12 foot travel lanes. The roadway design portion of the project will widen the remaining segment of two-lane roadway to four lanes to match the existing roadway typical section at the project limits. The project will include a multi-use path that is generally located along the western right-of-way line from Daniels Parkway to the northern limits of the roadway design. The Lighting Design portion of the project will include the design of street lighting along the Six Mile Cypress Parkway corridor from Daniels Parkway to Colonial Boulevard.*

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

## **2.1 Roadway**

Plan Type: *Typical set of construction plans per the FDOT Plans Preparation Manual.*

Typical Section: *The Typical Section requires four (4) 12 foot lanes, divided rural/suburban, a grass median, a multi-use path along western right-of-way, within the existing 250 feet of right-of-way.*

Limits: *Roadway Design: From North of Daniels Parkway to South of Winkler Road Extension. Lighting Design: From Daniels Parkway to Colonial Boulevard.*

Major Intersections: *Penzance Boulevard.*

Lighting: *Daniels Parkway, Penzance Boulevard, Winkler Avenue Extension, Challenger Boulevard, Colonial Boulevard.*

Variations/Exceptions: *None anticipated.*

Back of Sidewalk Profiles: *Provide back of sidewalk profiles through Phase III Plans or as directed by the COUNTY.*

Level of TCP Plans: *Level 1.*

Temporary Signals: *None anticipated.*

Temporary Lighting: *None anticipated.*

Temporary Drainage: *None anticipated.*

## **2.2 Drainage**

*The expected drainage system will be open ditches and ponds. Two (2) pond sites are to be studied (if required). The expected drainage system is to be designed for an ultimate six-lane typical section.*

## **2.3 Utility Coordination**

*Utilities are currently anticipated to be encountered as a part of this project and will be accommodated in accordance with COUNTY procedures. Utilities anticipated on the project: AT&T, City of Fort Myers, Comcast, FPL, KMC Telecom, Lee County Signals, Lee County Utilities, Peoples Gas, Time Warner Cable, and Sprint.*

## **2.4 Permits**

*Permits are expected from the United States Army Corps of Engineering (USACOE), South Florida Water Management District (SFWMD) and Florida Department of Environmental Protection (FDEP).*

*The COUNTY will direct use of Chapter 373.4137, Florida Statutes, or the development of a mitigation plan.*

*Off-site mitigation credits may be used.*

**2.5 Structures**

Miscellaneous: *It is anticipated that a single pedestrian structure will be required across the ditch on the north side of Daniels Parkway.*

**2.6 Signing and Pavement Markings**

*No overhead cantilever signs are anticipated for this project.*

**2.7 Signals**

Intersections: *No signalized intersections anticipated.*

Traffic Data Collection: *Daily counts on Six Mile Cypress Parkway and Penzance Boulevard, turning movements at Six Mile Cypress Parkway/Penzance Boulevard are to be provided by the COUNTY.*

Traffic Studies: *A signal warrant study is to be completed for Penzance Boulevard based on traffic data provided by the COUNTY.*

Count Stations: *None anticipated.*

**2.8 Lighting**

Provide limits and proposed type of lighting. A Lighting Justification Report will be required. *Lighting Design to be provided from Daniels Parkway to Colonial Boulevard, matching existing lighting at each intersection with COUNTY specified pole and fixture types.*

**2.9 Landscape Architecture**

*The CONSULTANT shall provide plans for basic Landscape Architecture improvements through the limits of the roadway design project and in accordance with the COUNTY's current policy on roadside Landscape Architecture. Phase submittals including alternatives, recommendations and cost estimates will be provided to the COUNTY and will be incorporated into the roadway plans.*

**2.10 Survey**

Design Survey: *Aerial Photogrammetry with ground survey support will be completed from Daniels Parkway to south of Winkler Road Extension. Limited aerial photogrammetry with ground survey support will be collected from south of Winkler Road Extension to Colonial Boulevard for lighting design.*

Right-of-Way Survey: *None anticipated.*

**2.11 Photogrammetry**

*Aerial Photogrammetry will be provided from Daniels Parkway to Colonial Boulevard.*

**2.12 Mapping**

Control Survey Map: *From Daniels Parkway to Colonial Boulevard.*

Right-of-Way Map: *None anticipated.*

Maintenance Map: *None anticipated.*

Miscellaneous Items: *Two ten acre parcel maps may be required as a part of the off-site stormwater treatment.*

**2.13 Geotechnical**

Define geotechnical responsibilities, i.e., COUNTY or CONSULTANT: *Consultant*

List types of borings and unique lab tests, i.e., roadway, structures, ponds, lighting, etc.: *Roadway, Street Lighting, Ponds, Pedestrian Bridge*

**2.14 Public Involvement**

*The CONSULTANT shall undertake a Public Involvement program including the development and maintenance of a mailing list, preparation of newsletters, conducting public information meetings and public information hearing. (See Section 31 PUBLIC INVOLVEMENT for more details.)*

**2.15 Joint Project Agreements (None are anticipated for this project)**

**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/event schedule; for COUNTY and CONSULTANT activities required to meet the COUNTY Production Date. The current production date is ~~XXXXXXXXXX~~, 20XX. 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 adequate COUNTY work activity and submittal review times, when applicable:

<u>Work Activity / Submittal Review</u> (to be determined by COUNTY)	<u>Time (weeks)</u> (to be determined by COUNTY)
Roadway Plan 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	N/A
Acquisition of Right-of-Way Activity	N/A
Prepare/Execute Utility Agreements Activity	16

Periodically, throughout the life of the project, the schedule shall be reviewed on a monthly basis and, with the approval of the COUNTY, 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.

**2.18 Submittals**

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

The CONSULTANT shall provide copies of the required plans and documents as listed below. These are the anticipated drawing 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 COUNTY 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
Signing and Marking	2

**Environmental Items**

Environmental Resource Permit Application Package 2 draft + 6 final

**Geotechnical**

Roadway Report – Final 1  
Structures Report 1

**Other**

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 COUNTY 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 COUNTY
- 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 (MUTCD)
    - 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 COUNTY**

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

- Furnish standard COUNTY monuments for the bench line.
- Regarding Environmental Permitting Services:
  - Approve all contacts with environmental agencies.
  - Provide general philosophies and guidelines of the COUNTY 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 COUNTY in accordance with F.S. 327.274.

- Provide phase reviews of roadway plans.
- Furnish an approved Environmental Document when available.
- Furnish all future information that may come to the COUNTY during the term of the CONSULTANT's Agreement, which in the opinion of the COUNTY is necessary for the prosecution of the work.
- Furnish available traffic and planning data.
- Furnish all approved utility relocations.
- 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 COUNTY pertaining to utility companies whose facilities may be affected by the proposed construction.
- Provide all future information that may come to the COUNTY 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 30.0 Geotechnical, 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. Once the quantities have been developed (beginning at 60% plans and no later than 90% plans) the CONSULTANT shall be responsible for *preparing and submitting a detailed estimate of construction costs*. A Summary of Pay Items sheet shall be prepared with all required Phase II, 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 COUNTY 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 COUNTY for initial review at the time of the Phase III plans review submission to the COUNTY'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 FDOT Handbook for Preparation of Specification Package. The COUNTY will forward the Technical Special Provisions to the 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 signed and sealed in accordance with applicable Florida Statutes.

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

Technical Meetings: Includes meetings with COUNTY 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 COUNTY 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 FDOT Plans Preparation Manual, that state and federal design criteria are followed with the COUNTY 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. 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 COUNTY, a subconsultant shall perform Independent Peer Reviews. *N/A*

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 COUNTY'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. *(See Section 31 for additional detail.)*

### **3.2 Joint Project Agreements (Not applicable to this project)**

### **3.3 Specifications Package Preparation**

The CONSULTANT shall prepare and provide a complete specifications package *for all items and areas of work*.

### **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.

### **3.5 Value Engineering (Multi-Discipline Team) Review (Not applicable to this project)**

### **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 COUNTY staff. The CONSULTANT shall review adopted access management standards and the existing access conditions (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 COUNTY shall provide access management classification information 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 COUNTY requirements.

#### **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.

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 COUNTY. Prior to proceeding with the Traffic Control Plan, the CONSULTANT shall meet with the appropriate COUNTY personnel. The purpose of this meeting is to provide information to the COUNTY that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

#### **4.7 Master TCP Design Files (Not applicable to this project)**

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

If available, the COUNTY shall furnish the Variation/Exception Report. The CONSULTANT shall prepare the documentation necessary to gain COUNTY 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 COUNTY 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 COUNTY.

#### **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.

#### **4.11 Cost Estimate**

#### **4.12 Technical Special Provisions**

#### **4.13 Field Reviews**

#### **4.14 Technical Meetings**



- 4.15 Quality Assurance/Quality Control**
- 4.16 Independent Peer Review (Not applicable to this project)**
- 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**
- 5.4 Interchange Drainage Map (Not applicable to this project)**
- 5.5 Typical Section Sheets**
- 5.6 General Notes/Pay Item Notes**
- 5.7 Summary of Quantities**
- 5.8 Box Culvert Data Sheet (Not applicable to this project)**
- 5.9 Bridge Hydraulics Recommendation Sheets (Not applicable to this project)**
- 5.10 Summary of Drainage Structures**
- 5.11 Optional Pipe/Culvert Material**
- 5.12 Project Layout**
- 5.13 Plan/Profile Sheet**
- 5.14 Profile Sheet**
- 5.15 Plan Sheet**
- 5.16 Special Profile**
- 5.17 Back of Sidewalk Profile Sheet**
- 5.18 Interchange Layout Sheet (Not applicable to this project)**
- 5.19 Ramp Terminal Details (Plan View) (Not applicable to this project)**
- 5.20 Intersection Layout Details**

- 5.21 **Miscellaneous Detail Sheets**
- 5.22 **Drainage Structure Sheet**
- 5.23 **Miscellaneous Drainage Detail Sheets**
- 5.24 **Lateral Ditch Plan/Profile (Not applicable to this project)**
- 5.25 **Lateral Ditch Cross Sections**
- 5.26 **Retention/Detention Ponds Detail Sheet**
- 5.27 **Retention Pond Cross Sections**
- 5.28 **Cross-Section Pattern Sheet**
- 5.29 **Roadway Soil Survey Sheet**
- 5.30 **Cross Sections**
- 5.31 **Traffic Control Plan Sheets**
- 5.32 **Traffic Control Cross Section Sheets (Not applicable to this project)**
- 5.33 **Traffic Control Detail Sheets (Not applicable to this project)**
- 5.34 **Utility Adjustment Sheets**
- 5.35 **Selective Clearing and Grubbing**
- 5.36 **Erosion Control Plan**
- 5.37 **SWPPP**
- 5.38 **Project Control Network Sheet**
- 5.39 **Interim Standards**
- 5.40 **Utility Verification Sheet (SUE Data)**
- 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 COUNTY's Drainage Manual.

The CONSULTANT shall coordinate fully with the appropriate permitting agencies and the COUNTY's staff. All activities and submittals should be coordinated through the COUNTY'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 and Report**

Evaluate pond sites using a preliminary hydrologic analysis. Document the results and coordination for all of the project's pond site analyses.

**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.

**6.5 Design of Outfalls**

Analyze and document the design of ditch or piped outfalls. (Pond outlet structure included in task 6.6)

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

Design up to two 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.

**6.8 Design of Flood Plain Compensation Area**

Determine flood plain encroachments, coordinate with regulatory agencies, and develop proposed compensation area layout (shape, contours, slopes, etc.). Document the design following the requirements of the regulatory agency.

**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.

**6.10 Optional Culvert Material**

Determine acceptable options for pipe materials.

**6.11 French Drain Design (Not applicable to this project)**

**6.12 Drainage Wells (Not applicable to this project)**

**6.13 Drainage Design Documentation Report**

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except the Pond Siting Analysis Report and Bridge Hydraulics Report.

**6.14 Bridge Hydraulic Report (Not applicable to this project)**

**6.15 Temporary Drainage Analysis (Not applicable to this project)**

**6.16 Cost Estimate**

**6.17 Technical Special Provisions**

**6.18 Field Reviews**

**6.19 Technical Meetings**

**6.20 Quality Assurance/Quality Control**

**6.21 Independent Peer Review (Not applicable to this project)**

**6.22 Supervision**

**6.23 Coordination**

**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 COUNTY'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 COUNTY to receive guidance, as may be required, to assure that all necessary coordination will be accomplished in accordance with COUNTY 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 COUNTY 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.

### **7.4 Exception Coordination**

The CONSULTANT shall be responsible for transmitting/coordinating the appropriate design reports including, but not limited to, the Resurfacing, Restoration and Rehabilitation (RRR) report, Project Scope and/or the Concept Report (if applicable) to each UAO in order to identify any clear and control zone violation that may require a Utility Exception. The CONSULTANT shall coordinate the processing of design exceptions involving Utilities with the UAO and the COUNTY Coordinate and process per the UAM.

### **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.

### **7.6 Individual/Field Meetings**

The CONSULTANT shall meet with each UAO separately throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, optional clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules. The CONSULTANT is responsible for motivating the UAO to complete and return the necessary documents after each Utility Contact or Meeting.

### **7.7 Collect and Review Plans and Data from UAO(s)**

Make Determinations (Compensable Interest, Easements, Coordinate, Analyze). Ensure information (utility type, material and size) is sent to the designer for inclusion in the plans. Coordinate programming of funds.

### **7.8 Subordination of Easements Coordination**

The CONSULTANT, if requested by the COUNTY, shall transmit to and secure from the UAO the executed subordination agreements prepared by the appropriate COUNTY office. The CONSULTANT shall coordinate with the COUNTY the programming of the necessary work program funds to compensate the UAO.

## **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 COUNTY Offices as required by the County. 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 COUNTY 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.

## **7.11 Utility Coordination/Follow-up**

This includes follow-up, interpreting plans, and assisting and the completion of the UAO(s) work schedule and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. This task can be applied to all phases of the project.

## **7.12 Utility Constructability Review**

Review utility schedules against construction contract time, and phasing for compatibility. Coordinate with construction office.

## **7.13 Additional Utility Services**

Preparation and coordination of Utility Design Plans when the COUNTY participates in cost of utility work. This item is not usually included in the scope at the time of negotiation. It is normally added as a supplemental agreement when the need is identified.

## **7.14 Processing Utility Work by Highway Contractor (UWHC) (Not applicable for this project)**

## **7.15 Contract Plans to UAO(s) (Not applicable for this project)**

## **7.16 Certification/Close-Out (Not applicable for this project)**

# **8 ENVIRONMENTAL PERMITS**

The CONSULTANT shall notify the COUNTY Project Manager, Environmental Permit Manager and other appropriate personnel in advance of all scheduled meetings with the regulatory agencies to allow a COUNTY

representative to attend. The CONSULTANT shall copy in the Project Manager and the Environmental Permit 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 COUNTY 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 COUNTY 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 COUNTY 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.

#### **8.4 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 COUNTY 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**

**8.7 Prepare USCG Permit Sketches**

**8.8 Prepare Easement Sketches (Not applicable for this project)**

**8.9 Prepare Right-of-Way Occupancy Sketches (Not applicable for this project)**

**8.10 Prepare Coastal Construction Control Line (CCCL) Permit Sketches (Not applicable for this project)**

**8.11 Prepare Tree Permit Information**

**8.12 Mitigation Coordination and Meetings**

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

**8.13 Mitigation Design**

If wetland impacts cannot be avoided, the CONSULTANT shall prepare a mitigation plan to be included as a part of the Environmental Resource or Wetlands Resource Permit applications.

Prior to the development of alternatives, the CONSULTANT shall meet with the Project Manager to determine the COUNTY's policies in proposing mitigation. The CONSULTANT shall proceed in the development of a mitigation plan based upon the general guidelines provided by the COUNTY.

The CONSULTANT will be directed by the COUNTY to investigate the following methods of mitigation:

- Payment to DEP/WMD per acre of wetlands impacted as defined in CH 373.4137 FS
- Monetary participation in offsite regional mitigation plans
- Monetary participation in a private mitigation bank
- Creation/restoration on public lands
- Creation/restoration on right-of-way purchased by the COUNTY
- Creation/restoration on existing COUNTY right-of-way

In the event that physical creation or restoration is the only feasible alternative to offset wetland impacts, the CONSULTANT shall collect all of the data and information necessary to prepare alternative mitigation plans that may be acceptable to all permitting agencies and commenting agencies who are processing or reviewing a permit application for a COUNTY project.

Prior to selection of a final mitigation site, the CONSULTANT will provide the following services in the development of alternative mitigation plans:

- Preliminary jurisdictional determination for each proposed site
- Selection of alternative sites
- Coordination of alternative sites with the COUNTY/all environmental agencies
- Written narrative listing potential sites with justifications for both non-recommended

**8.14 Environmental Clearances**



The CONSULTANT shall prepare clearances for all pond and/or mitigation sites.

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. Contract documents shall display economical solutions for the given conditions.

The CONSULTANT shall provide Design Documentation to the COUNTY 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.

**9.1 Index of Drawings (Not applicable for this project)**

**9.2 Project Layout (Not applicable for this project)**

**9.3 General Notes and Bid Item Notes**

**9.4 Incorporate Florida Department of Transportation Standards (Not applicable for this project)**

**9.5 Incorporate Report of Core Borings**

**9.6 Existing Bridge Plans (Not applicable for this project)**

**9.7 Computation Book and Quantities**

- 9.8 Cost Estimate
  - 9.9 Technical Special Provisions
  - 9.10 Field Reviews
  - 9.11 Technical Meetings (Not applicable for this project)
  - 9.12 Quality Assurance/Quality Control
  - 9.13 Independent Peer Review (Not applicable for this project)
  - 9.14 Supervision
  - 9.15 Coordination
- 
- 10 STRUCTURES - BRIDGE DEVELOPMENT REPORT and tasks 10.1 – 10.48 are not applicable for this project.
  - 11 STRUCTURES - TEMPORARY BRIDGE and tasks 11.1 – 11.8 are not applicable for this project.
  - 12 STRUCTURES - SHORT SPAN CONCRETE BRIDGE and tasks 12.1 – 12.28 are not applicable for this project.
  - 13 STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE and tasks 13.1 – 13.53 are not applicable for this project.
  - 14 STRUCTURES - STRUCTURAL STEEL BRIDGE and tasks 14.1 – 14.61 are not applicable for this project.
  - 15 STRUCTURES - SEGMENTAL CONCRETE BRIDGE and tasks 15.1 – 15.78 are not applicable for this project.
  - 16 STRUCTURES - MOVABLE SPAN and tasks 16.1 – 16.102 are not applicable for this project.
  - 17 STRUCTURES - RETAINING WALL and tasks 17.1 – 17.21 are not applicable for this project.
  - 18 STRUCTURES - MISCELLANEOUS

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

Concrete Box Culverts and tasks 18.1 – 18.2 are not applicable for this project.

Strain Poles and tasks 18.3 – 18.4 are not applicable for this project.

Mast Arms

## **18.5 Mast Arms**

Overhead/Cantilever Sign Structure and tasks 18.5 – 18.10 are not applicable for this project.

High Mast Light Foundations and task 18.11 is not applicable for this project.

Sound Barrier Walls (Ground Mount) and tasks 18.12 – 18.18 are not applicable for this project.

## **18.9 Special Structures**

*CONSULTANT will prepare the contract documents, Plans and Specifications, for a pre-manufactured truss pedestrian bridge and the retaining wall approaches. The pre-manufactured bridge contract documents will be in accordance with the AASHTO "Standard Specifications for Highway Bridges" (16<sup>th</sup> Edition, 1996 with Interim's through 2002) and supplied by the Proprietary Company and their associated Engineering Firm. CONSULTANT will prepare the design of the substructure supporting the pre-manufactured truss and the retaining walls approaching the bridge. The contract documents will be produced in "English" system of measure. The Specifications will be in accordance with FDOT Standard Specifications for Road and Bridge Construction, 2004, and Supplemental Specifications that override or amend the Standard Specifications.*

*The proprietary bridge plans will be based on providing a simple span bridge. The pedestrian bridge will have a maximum 12 foot wide pathway. The deck surface of the propriety bridge is anticipated to be lightweight concrete. Retaining wall control drawings along with details will be part of the plan package.*

## **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.

### **19.1 Traffic Data Analysis**

The CONSULTANT shall review the approved preliminary engineering report, typical section package, traffic technical memorandum and proposed geometric design alignment to identify proposed sign placements and roadway markings. Perform queue analysis.

### **19.2 No Passing Zone Study (Not applicable for this project)**

### **19.3 Reference and Master Design File**

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

### **19.4 Multi-Post Sign Support Calculations**

The CONSULTANT shall determine the appropriate column size from the COUNTY's Multi-Post Sign Program(s).

### **19.5 Sign Panel Design Analysis**

Establish sign layout, letter size and series for non-standard signs.

### **19.6 Sign Lighting/Electrical Calculations**

Includes the verification of photometrics on lighted, load center and voltage drop calculations. *N/A*

- 19.7 Quantities
- 19.8 Computation Book
- 19.9 Cost Estimates
- 19.10 Technical Special Provisions
- 19.11 Field Reviews
- 19.12 Technical Meetings
- 19.13 Quality Assurance/Quality Control
- 19.14 Independent Peer Review (Not applicable for this project)
- 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.

- 20.1 Key Sheet
- 20.2 Summary of Pay Items
- 20.3 Tabulation of Quantities
- 20.4 General Notes/Pay Item Notes
- 20.5 Project Layout
- 20.6 Plan Sheet
- 20.7 Typical Details
- 20.8 Guide Sign Work Sheet(s)
- 20.9 Traffic Monitoring Site (Not applicable for this project)
- 20.10 Cross Sections
- 20.11 Special Service Point Details
- 20.12 Special Details
- 20.13 Interim Standards
- 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 will perform eight hour turning movement counts at up to three intersections to support the Traffic Data Analysis Tasks.*

**21.2 Traffic Data Analysis**

*The CONSULTANT will develop design traffic volumes for opening year traffic and for design year traffic. The currently adopted FSUTMS model for Lee County and information available through Lee County's Annual Traffic Count Reports will be used in this effort. Traffic will be developed for the intersection of Six Mile Cypress Parkway and Penzance Road. Queue lengths will be developed for each intersection approach. Both the average and the 95<sup>th</sup> percentile queue length will be reported. Traffic volumes will also be developed for mainline sections of Six Miles Cypress Parkway in the study area.*

*The CONSULTANT will review the existing access and circulation plan for Six Mile Cypress Parkway within the project limits. The CONSULTANT will review existing and approved access points. The CONSULTANT will provide comments, if any, on the COUNTY's adopted plan in the form of a brief technical memorandum. Up to two access points for existing development will be analyzed. Based on traffic counts performed as outlined elsewhere in this scope and the mainline traffic projections developed as part of this project, storage lengths for these access points will be developed.*

**21.3 Signal Warrant Study**

*The CONSULTANT will perform a Signal Warrant Analysis for the intersection of Six Miles Cypress Parkway and Penzance Road. This will include all counts and analysis, including accident analysis, necessary to determine if the intersection meets one or more warrants for signalization. For this task, it is assumed that the crash data for the intersection is readily available from the COUNTY.*

**21.4 Systems Timings (Not applicable for this project)**

**21.5 Reference and Master Signalization Design File (Not applicable for this project)**

**21.6 Reference and Master Interconnect Communication Design File (Not applicable for this project)**

**21.7 Overhead Street Name Sign Design (Not applicable for this project)**

**21.8 Pole Elevation Analysis (Not applicable for this project)**

**21.9 Traffic Signal Operation Report (Not applicable for this project)**

**21.10 Quantities (Not applicable for this project)**

**21.11 Cost Estimate (Not applicable for this project)**

- 21.12 **Technical Special Provisions (Not applicable for this project)**
- 21.13 **Field Reviews (Not applicable for this project)**
- 21.14 **Technical Meetings**
- 21.15 **Quality Assurance/Quality Control**
- 21.16 **Independent Peer Review (Not applicable for this project)**
- 21.17 **Supervision**
- 21.18 **Coordination**

## 22 SIGNALIZATION PLANS

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

- 22.1 **Key Sheet**
- 22.2 **Summary of Pay Items Including Trans\*port Input**
- 22.3 **Tabulation of Quantities**
- 22.4 **General Notes/Pay Item Notes**
- 22.5 **Plan Sheet (Not applicable for this project)**
- 22.6 **Interconnect Plans**
- 22.7 **Traffic Monitoring Site (Not applicable for this project)**
- 22.8 **Guide Sign Worksheet (Not applicable for this project)**
- 22.9 **Special Details**
- 22.10 **Special Service Point Details (Not applicable for this project)**
- 22.11 **Mast Arm/Monotube Tabulation Sheet (Not applicable for this project)**
- 22.12 **Strain Pole Schedule (Not applicable for this project)**
- 22.13 **TCP Signal (Temporary) (Not applicable for this project)**
- 22.14 **Temporary Detection Sheet (Not applicable for this project)**
- 22.15 **Utility Conflict Sheet**
- 22.16 **Interim Standards**
- 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.

### 23.1 Lighting Justification Report

The CONSULTANT shall prepare a Lighting Justification Report. The report shall be submitted under a separate cover with the Phase I plans submittal, titled Lighting Design Analysis Report

### 23.2 Lighting Design Analysis Report

The CONSULTANT shall prepare a Preliminary Lighting Design Analysis Report. The report shall be submitted under a separate cover prior to the Phase II plans submittal. The report shall provide analyses for each typical section of the mainline, typical section for the ramps (one and/or two lanes), interchanges, underdeck lighting, and arterial roads. Each lighting calculation shall be properly identified as to the area that it covers.

The report shall include the Lighting Design Criteria that will be used and shall include the evaluation of at least three lighting design alternatives and a recommendation on the alternative to use. Each alternative shall be properly described; the alternatives shall consider different pole heights, lamp wattage, and arm lengths. Each alternative shall be provided with a cost estimate that includes initial cost in addition to operations and maintenance cost for one year.

After approval of the preliminary report, the consultant shall submit a revised report including a detailed lighting design analysis for each submittal.

### 23.3 Aeronautical Evaluation

The CONSULTANT shall prepare an Aeronautical Evaluation/Airspace Analysis Report for those projects within *20,000 feet* of an airport. It shall be submitted for approval by the COUNTY and FAA prior to Phase II plans submittal.

The report shall include an evaluation of the glide slope of all adjacent airport runways (including future runways) and the preparation of the required FAA forms and special lighting calculations based on NO PENETRATION of the approach or transitional surfaces and coordination with the Airport Manager.

The report shall include a profile drawing for each condition affected by the runway approach and transitional surfaces. This drawing(s) shall show the roadway profile grade line at the edge of the shoulder pavement with proper baseline stations, the FAR Part 77 – 50:1 (or 34:1) approach surface line and the 7:1 transitional surface line. The scale of this drawing shall be 1"=100' horizontal and 1"=10' vertical. The proposed location of each light pole shall be properly shown at the respective station to clearly indicate that no penetration to either the approach surface or to the transitional surface is anticipated.

*It is not anticipated that an aeronautical evaluation will be required.*

### 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.

**23.5 FDEP Coordination and Report**

**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.

**23.7 Temporary Lighting (Not applicable for this project)**

**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**

**23.15 Independent Peer Review (Not applicable for this project)**

**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
- 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
- 24.9 Special Details
- 24.10 Temporary Lighting Data and Details (Not applicable for this project)
- 24.11 Traffic Control Plan Sheets (Not applicable for this project)
- 24.12 Interim Standards
- 24.13 Quality Assurance/Quality Control
- 24.14 Supervision

25 LANDSCAPE ARCHITECTURE ANALYSIS and tasks 25.1 – 25.14 are incorporated in Section 26.

## 26 LANDSCAPE ARCHITECTURE PLANS

*The Consultant will apply the following scope of services and tasks to approximately 3 miles of Six Mile Cypress Parkway from Daniels Parkway to Colonial Boulevard.*

### 26.1 Base Plan Preparation

- 26.1.1 *Consultant will create new or use existing computer files if available for the base plans on this project. Project Drawings shall be Based on the State Plane Coordinate System, Florida West Zone, NAD 83 1990 Adjustment. This may not apply to older project base plans and should be established with the project manager prior to executing a contract. The computer files will be in a format acceptable to Lee County Department of Transportation (DOT), and will become the property of the DOT for its use on future projects upon completion. The base plans shall be prepared in a manner that can be plotted or reproduced at a scale acceptable to the DOT. The base plans shall include the following roadway functions: roadway geometry, centerline survey with 100' station marks and numbers, curbing and type, edge of pavement, berms, sidewalks/bikepaths, signs, pole locations for signals and lighting, equipment boxes, retention/detention ponds,*

*utilities, right-of-way lines, clear zones, design and posted speeds, grading, existing plant material, and all other pertinent elements.*

## **26.2 Site Investigation**

- 26.2.1 *Consultant will review all base map information and the project site. Before visiting site's with outdated base map utility information, the consultant shall request that the DOT have the potential planting areas flagged. The base plans shall then be revised to include any changes from the base map information to existing visible on-site conditions, including utilities.*
- 26.2.2 *Consultant will review the entire project site, and perform an analysis of the existing site features, adjacent land uses, and potential water and power sources. The median openings and roadway intersections shall be considered for sight distance and visibility conflicts with both vehicles and pedestrians during planting design. The analysis shall also include recommendations that may be valuable in reducing maintenance and safety concerns for maintenance workers.*
- 26.2.3 *Consultant will review and adhere to design guidelines pertinent to this specific project and segment of roadway. This shall include the latest edition of the following: "LeeScape", Lee County Roadway Landscape Master Plan; "Florida Highway Landscape Guide", and "Manual of Minimum Standards for Design, Construction, and Maintenance for Streets and Highways" by Florida Department of Transportation (FDOT). This may also include "Roadway and Traffic Design Standards" and "Plan Preparation Manual" by FDOT; and "A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials" (AASHTO).*

## **26.3 Conceptual Design (30%)**

- 26.3.1 *Consultant will prepare two design concepts that will illustrate two different types of roadway segments (if applicable). One segment should be an intersection and the other a typical linear section of the roadway. Each design concept will indicate a recommended core level plant palette for the corridor, plant spacing, and plant group spacing, that is suitable for its location, climate, maintenance, and budget considerations. Each of the design concepts should also include the recommendations generated from the site analysis performed in task 2.2. Plant symbols shall be drawn to scale and sized according to the mature plant size for plants grown under similar physiological conditions as indicated on the DOT Plant Symbol Reference.*
- 26.3.2 *One set of the two design concepts, corridor plant palette, and an outline of the anticipated drawing package, proposed scale, symbol sizes, and sheet layouts will be submitted to staff for review in both 11"X17" and 24"X36" format.*
- 26.3.3 *Consultant will meet with DOT staff to review the concepts and resolve issues and questions.*
- 26.3.4 *The design consultant will then make the agreed modifications and prepare the design concepts as colored renderings, showing plan and elevation or perspective views mounted on 24" X 36" or larger display boards. The display boards will then be delivered to the DOT Project Manager within two weeks of the task 3.3 meeting, for presentation by the DOT Project Manager at the upcoming RLAC meeting.*
- 26.3.5 *Consultant will provide graphic support for exhibits and presence at Public Information Meeting No. 1 (30% Plans).*

## 26.4 Design Development (60%)

- 26.4.1 *Consultant will prepare design development drawings (60%) based upon project budget and comments from staff.*
- 26.4.2 *Design concepts and plant material selections will be refined to indicate the actual placement and species of plants and other design elements. Plant sizes will be consistent with "Grades and Standards of Nursery Plants". Plant symbols will be drawn to scale using the symbol diameter size as shown in the DOT Plant Symbol Reference. The planting plans shall be prepared in a manner that provides clear visibility for pedestrians and motorists using the corridor. At each street lighting pole, a clear area of 25' and 10' shall be provided on each side of the pole, which will be free of future foliage at the trees anticipated mature size. Standard light pole spacing is approximately 200' o.c., with the lights about 46' in height. Provide 10' of clearance between trees and existing water or sewer lines, 6' may be used in constrained areas.*
- 26.4.3 *Consultant will prepare an estimate of irrigation demand, and suggested water sources. This will include a feasibility study of available water resources suitable for irrigating the proposed plant material. The study will include wells, canals, ponds, re-use, potable water, and other available water resources. The study will evaluate the availability of electrical power sources, potential well locations and their anticipated production in gallons per minute, applicable hydraulics, suitability of water quality for proposed plant material, and cost feasibility of each resource. The study shall conclude with a recommendation of the most practical method of implementation, including both installation and operating costs over a three year time period following plant installation.*
- 26.4.4 *Consultant will prepare an Opinion of Probable Costs based upon the 60% Design Development drawing package. The Opinion of Costs will include maintenance of the site from the notice-to-proceed date until one year after the substantial completion date (in Operations construction contracts we have modified the contract definitions, where the landscape and irrigation installation is completed at substantial completion, and one year later at the end of the one year maintenance period we have final inspection). The estimate will also include mowing the medians and/or roadsides, if planted during project construction.*
- 26.4.5 *Consultant shall submit to the Project Manager for review four (4) full size (24"x36") sets of drawings, and four (4) 11"x17" sets. All sets shall be plotted to scale. Consultant will also submit*
- 26.4.6 *Consultant shall submit to the Project Manager for review four (4) full size (24"x36") sets of drawings, and four (4) 11"x17" sets. All sets shall be plotted to scale. Consultant will also submit an Opinion of Probable Cost based upon 60% design development drawings. The 60% plan sets will be distributed by the Project Manager to DOT Operations and Traffic Divisions for review comments. DOT Operations will distribute a set of plans in the upcoming months agenda package, to the members of the Lee County Roadway Landscape Advisory Committee (RLAC) for their review.*
- 26.4.7 *Consultant will present the 60% Design Development Plans to the RLAC at their regular monthly meeting and record pertinent comments. The presentation displays should be rendered plan view drawings which graphically show all proposed planting and amenity design elements along the entire roadway corridor. (The RLAC normally meets the first Tuesday of each month at 6:00 p.m. in the CD/PW 3rd floor large conference room.) If the RLAC approves the plans at this meeting, the Consultant shall skip task 4.7 and proceed to task #4.8.*

- 26.4.8 *If the RLAC votes to send the plans to a Task Force Subcommittee for further review, the Consultant shall meet once with the subcommittee and review and resolve all conflicts, and record pertinent comments. The task force subcommittee will then make a recommendation to the full RLAC at their next regular meeting (if requested by the subcommittee, another presentation to the full RLAC by the Consultant will be necessary before approval).*
- 26.4.9 *After the RLAC approves the 60% plans, the Consultant shall meet with staff to discuss their project review comments on the plans. Staff and the Consultant shall then work to resolve all outstanding issues.*
- 26.4.10 *Consultant shall then prepare (60%) irrigation plans for the proposed plantings. The irrigation plans shall show water and electrical sources and connections, layout and sizing of piping, sleeves and irrigation heads, valves, and controllers. Irrigation system design shall provide head-to-head coverage for spray heads and rotor zones. Pop-up spray heads shall be 12", placed 18" from the edge of pavement. The system shall be designed in a manner that will avoid wetting the adjacent pavement. Bubblers, spray heads, and rotors should be designed to run on separate zones. Mainlines and wires shall be located on the south and west sides of the applicable median or roadside 3'-5' from the narrowest anticipated future back-of-curb or edge-of-pavement.*
- 26.4.11 *Consultant shall prepare a cover letter acceptable to DOT, to mail with an 11"X17" plan set to all utility companies with services within the project limits. The letter will request a plan review by the utility company, and a return letter indicating that the utility company does not take exception to the proposed improvements. Copies of all cover letters sent, and responses received by the Consultant, will be provided to the DOT Project Manager. The Consultant and Project Manager will discuss a solution to all known conflicts indicated by the utility companies, and the Consultant will modify the plans accordingly.*
- 26.4.12 *The Consultant will prepare and submit applications, pays fees, and obtain permits necessary for construction on DOT's behalf. This may include permits such as SFWMD Water Use Permit and FDOT General Use Permit.*
- 26.5 Construction Documents (90%)**
- 26.5.1 *Based upon staff approval of 60% Design Development Drawings and Opinion of Cost, Consultant will prepare Construction Documents (90%). Construction documents shall include adjustments for staff and utility company conflicts, and the following:*
- a. *Cover sheet: with project name and limits, location map, and sheet index.*
  - b. *Planting Plans: showing plant placements, sizes, and species of plants. Cross sections will be included, as required, to explain placement and clearances.*
  - c. *Irrigation Plans: showing water and electrical sources and connections, layout and sizing of piping, sleeves sizes and directional bores, irrigation bubblers, heads, valves, quick couplers, well/pump stations, and all other components such as fencing, pressure tanks, electrical panels and controllers.*
  - d. *Standard specifications and technical details from LeeScape will be provided by DOT. Consultant shall prepare all non-standard details and technical specifications. The non-standard specifications will be prepared by the Consultant and inserted into the standard specifications in a format acceptable to the DOT Project Manager.*
  - e. *Consultant shall submit to the Project Manager for review four (4) full size (24"x36") sets of drawings, and four (4) 11"x17" sets. All sets shall be plotted to scale. Consultant will also submit an Opinion of Probable Cost based upon 90% Construction Documents. The 90 % plan sets will be distributed by the Project Manager to DOT Operations and Traffic Divisions for review comments.*

26.5.2 *Consultant shall meet with staff to discuss their 90% project review comments. Staff and the Consultant shall then work to resolve all outstanding issues.*

26.5.3 *Consultant will provide graphic support for exhibits and presence at Public Information Meeting No. 2 (90% Plans).*

**26.6 Construction Documents (100%)**

26.6.1 *Based upon 90% review comments, Consultant will prepare final Construction Documents (100%) consisting of the following:*

- a. *Complete cover sheet.*
- b. *Complete planting plans, details, and specifications.*
- c. *Complete irrigation plans, details and specifications.*
- d. *Complete Bid Schedule in a format acceptable to Lee County Contracts and DOT. The bid schedule shall include the scientific name of all plants, sizes, names, quantities and units of all landscape, irrigation, maintenance, and other items pertinent to the project. All alternate bid items shall also be included, such as mowing the median and roadsides as separate alternate line items. DOT can furnish a sample bid schedule for the Consultants use.*

26.6.2 *Consultant will provide final construction drawings to scale on mylars. Consultant shall furnish a disk of the computer files for the final project drawings to the Project Manager in the approved format. A disk of the bid schedule and all specifications shall also be submitted in a format acceptable to the DOT Project Manager.*

**26.7 Bidding Assistance**

26.7.1 *Consultant will attend one pre-bid conference at Lee County Offices.*

26.7.2 *After the pre-bid meeting, the Consultant will meet with staff and discuss the questions from the meeting. The Consultant will prepare an addendum after this meeting and send it to the Project Manager by 5:00 p.m. the following business day. The Consultant will answer all applicable addendum questions, and consult with the Project Manager on appropriate language. The Consultant will be responsible for preparing all addendums, and furnishing them to the Project Manager by 5:00 p.m. on the next business day following receipt of the questions.*

**26.8 Construction Assistance**

26.8.1 *Consultant will attend one pre-construction conference at Lee County Offices.*

26.8.2 *If requested, the Consultant will visit the project site to observe construction progress and compliance with the contract documents as follows:*

- a. *Project beginning: to review proposed planting and irrigation equipment locations and resolve conflicts.*
- b. *Midway through installation: to review construction progress, quality of materials, workmanship, and compliance with construction documents.*
- c. *At substantial completion: To review compliance with construction documents, construction installation, quality of materials and workmanship, performance of irrigation system, and prepare punch list items.*

26.8.3 *All discrepancies with the contract documents and punch list items, will be noted by the Consultant and sent to the Project Manager within 3 days of each site visit.*

## **26.9 Reimbursables**

26.9.1 *Reimbursable expenses such as prints, messenger, courier, disks, special mail services, photography, permit fees, etc., may be charged at cost with paid receipts attached to invoices.*

## **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. The field books shall be certified by the surveyor in responsible charge of work being performed.

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.

*This project will utilize Fixed Wing Aerial Photograph for topography and DTM data collection. Obstruction (void) areas will be identified and field edits performed to complete the data coverage.*

### **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 COUNTY; 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 COUNTY, 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 COUNTY R/W Maps, platted or dedicated rights-of-way.

### **27.4 Aerial Targets**

Place, locate, and maintain required aerial targets and/or photo identifiable points. Includes analysis and processing of all field collected data, existing maps, and/or reports.

### **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.

### **27.6 Topography (2D)**

*(See Section 28 PHOTOGRAMMETRY for aerial topography/DTM)*

Locate all above ground features and improvements. Deliver in appropriate electronic format. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

**27.7 Digital Terrain Model (DTM)**

*(Void area densification for all areas of aerial obstruction.)*

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. *300' spacing*

**27.9 Side Street Surveys**

Refer to tasks of this document as applicable. *50' outside right-of-way down side 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.

**27.13 Bridge Survey (not applicable to the project)**

**27.14 Channel Survey**

Locate all topographic features and improvements for the limits of the project by collecting the required data for the purpose of a D.E.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, maps, and/or reports.

**27.15 Pond Site Survey**

Refer to tasks of this document as applicable.

**27.16 Mitigation 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.

**27.19 Sectional/Grant Survey**

Perform field location/placement of section corners, ¼ section corners, and fractional corners where pertinent. Include 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 COUNTY standards. Includes analysis and processing of all field-collected data, preparation of reports.

**27.23 Water Boundary Survey (Not applicable for this project)**

**27.24 Right of Way Staking (Not applicable for this project)**

**27.25 Right of Way Monumentation (Not applicable for this project)**

**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 COUNTY 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 COUNTY. 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 COUNTY.

**27.33 Quality Control/Quality Assurance**

Establish and implement a QA/QC 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**

**28 PHOTOGRAMMETRY**

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

In addition to the maps and photographic products, the CONSULTANT shall submit all computations to document the mapping. This will include documentation of all decisions reached from meetings, telephone conversations, and site visits.

**28.1 Flight Preparation**

Review record data, create target diagrams, and plan the mission.

**28.2 Control Point Coordination**

Determine photo identifiable control points, and mark contact prints.

**28.3 Mobilization**

Perform pre- and post flight aircraft inspection; prepare the aircraft and camera for the mission.

**28.4 Flight Operations**

Operate the aircraft, aerial camera, and other instruments to obtain aerial photography.

**28.5 Film Processing**

Process, check, and annotate the aerial film.

**28.6 Photo Products**

Prepare contact prints, contact diapositives, and photo enlargements.

**28.7 Scanning**

Scan photographic images.

**28.8 Lidar (Not applicable for this project)**

Post process lidar data to XYZ coordinates.

**28.9 Aerial Triangulation**

Measure and adjust control within aerial images.

**28.10 Surfaces**

Collect spot elevations and break lines to create surface model.

**28.11 Ortho Generation**

Create the ortho image.

**28.12 Rectified Digital Imagery (Georeferenced)**

Create the rectified digital image.

**28.13 Mosaicking**

Create the mosaic.

**28.14 Sheet Clipping**

Create plot files for sheets from the database.

**28.15 Topographics (3D)**

Prepare 3D topographic map.

**28.16 Planimetrics (2D)**

Prepare 2D planimetric map.

**28.17 Drainage Basin**

Prepare drainage basin maps.

**28.18 CADD Edit**

Perform final edit of graphics for delivery of required Microstation .dgn, CADD, and Geopak files.

**28.19 Data Merging**

Merge photogrammetric files, field survey files, and data from other sources.

**28.20 Miscellaneous**

Perform any other task not identified by numbered tasks.

**28.21 Field Review**

Perform on site review of maps.

**28.22 Meetings**

Attend meetings as required.

**28.23 Quality Control/Quality Assurance**

Establish and implement a QC/QA plan.

**28.24 Supervision**

Supervise all photogrammetric activities. This task must be performed by the project supervisor, a Florida P.S.M.

**28.25 Coordination**

Coordinate with all elements of the project to produce a final photogrammetric product.

**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 COUNTY 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 COUNTY size and format requirements utilizing COUNTY 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 COUNTY for review at stages of completion as negotiated.

**Master CADD File**

**29.1 Alignment**

**29.2 Section and ¼ Section Lines**

**29.3 Subdivisions (*N/A – No ROW Maps*)**

**29.4 Existing Right-of-Way**

**29.5 Topography**

**29.6 Parent Tract Properties and Existing Easements (N/A – No ROW Maps)**

**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. *N/A – No ROW Maps*

**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 (N/A – No ROW Maps)**

**29.11 Control Survey Key Sheet (N/A – No ROW Maps)**

**29.12 Control Survey Detail Sheet (N/A – No ROW Maps)**

**29.13 Right of Way Map Cover Sheet (N/A – No ROW Maps)**

**29.14 Right of Way Map Key Sheet (N/A – No ROW Maps)**

**29.15 Right of Way Map Detail Sheet (N/A – No ROW Maps)**

**29.16 Maintenance Map Cover Sheet (Not applicable for this project)**

**29.17 Maintenance Map Key Sheet (Not applicable for this project)**

**29.18 Maintenance Map Detail Sheet (Not applicable for this project)**

**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 (Not applicable for this project)**

**29.21 Table of Ownerships Sheet (N/A – No ROW Maps)**

**Miscellaneous Surveys and Sketches**

**29.22 Parcel Sketches**

**29.23 TITF Sketches (Not applicable for this project)**

**29.24 Other Specific Purpose Survey(s)**

- 29.25 Boundary Survey(s) Map**
- 29.26 Right of Way Monumentation Map (Not applicable for this project)**
- 29.27 Title Search Map (N/A – No ROW Maps)**
- 29.28 Title Search Report (N/A – No ROW Maps)**
- 29.29 Legal Descriptions**
- 29.30 Final Map/Plans Comparison**

The PSM will perform a comparison of the final right-of-way maps with the available construction plans to review the correctness of the type of parcel to be acquired and the stations/offsets to the required right-of-way. The PSM will coordinate with the EOR to resolve any conflicts or discrepancies and provide documentation of the review. *N/A – No ROW Maps*

**29.31 Field Reviews**

*Perform verification of the field conditions as related to the mapping data.*

**29.32 Technical Meetings**

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

**29.33 Quality Assurance/Quality Control**

*Establish and implement a QA/QC plan. Also includes sub-consultant review, response to comments and any resolution meetings, if required, preparation of submittals for review, etc.*

**29.34 Supervision**

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

**29.35 Coordination**

*CONSULTANT shall provide, by email, a monthly mapping progress update report to the District Right-of-Way Surveyor, and shall provide a copy of the email to the COUNTY Project Manager.*

**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 COUNTY standards, or as otherwise directed by the COUNTY.

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 COUNTY to review the project scope and COUNTY 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 COUNTY 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 COUNTY.

Obtain pavement cores as directed in writing by the COUNTY.

If required by the COUNTY, 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 COUNTY.

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

All laboratory testing and classification will be performed in accordance with applicable COUNTY 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 COUNTY 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 COUNTY 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 FDOT'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 COUNTY's Project Manager.

- 30.7 Groundwater Monitoring (Not applicable for this project)**
- 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.
- 30.13 Seasonal High Water Table**  
Review the encountered ground water levels and estimate seasonal high ground water levels. Estimate seasonal low ground water levels, if requested.
- 30.14 Parameters for Water Retention Areas**  
Calculate parameters for water retention areas, exfiltration trenches, and/or swales.
- 30.15 Limits of Unsuitable Material**  
Delineate limits of unsuitable material(s) in both horizontal and vertical directions. Assist the Engineer of Record with detailing these limits on the cross-sections. If requested, prepare a plan view of the limits of unsuitable material.
- 30.16 ASCII Files for Cross-Sections**  
Create ASCII files of boring data for cross-sections.
- 30.17 Embankment Settlement and Stability (Not applicable for this project)**
- 30.18 Stormwater Volume Recovery and/or Background Seepage Analysis (Not applicable for this project)**
- 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 COUNTY 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 COUNTY and submit any responses and revised reports.

### **30.22 Auger Boring Drafting**

Draft auger borings as directed by the COUNTY.

### **30.23 SPT Boring Drafting**

Draft SPT borings as directed by the COUNTY.

## **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 COUNTY.

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

All laboratory testing and classification will be performed in accordance with applicable COUNTY 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 COUNTY 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 COUNTY for approval prior to commencing with the boring program.

**30.25 Stake Borings/Utility Clearance**

Stake borings and obtain utility clearance.

**30.26 MOT Plans for Field Investigation**

Coordinate and develop MOT plan. All work zone traffic control will be performed in accordance with the FDOT's Roadway and Traffic Design Standard Index 600 Series.

**30.27 Drilling Access Permits**

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

**30.28 Property Clearances**

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

**30.29 Collection of Corrosion Samples**

Collect corrosion samples for determination of environmental classifications.

**30.30 Coordination of Field Work**

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

**30.31 Soil and Rock Classification - Structures**

Soil profiles recorded in the field should be refined based on the results of laboratory testing.

**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.

**30.33 Design Groundwater Level for Structures**

Review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design.

**30.34 Selection of Foundation Alternatives (BDR) (Not applicable for this project)**

**30.35 Detailed Analysis of Selected Foundation Alternate(s) (Not applicable for this project)**

**30.36 Bridge Construction and Testing Recommendations (Not applicable for this project)**

**30.37 Lateral Load Analysis (Optional) (Not applicable for this project)**

**30.38 Walls**

Provide the design soil profile(s), which include the soil model/type of each layer and all soil engineering properties required by the Engineer of Record for conventional wall analyses and recommendations. Review wall design for geotechnical compatibility and constructability.

Evaluate the external stability of conventional retaining walls and retained earth wall systems. For retained earth wall systems, calculate and provide minimum soil reinforcement lengths versus wall heights, and soil parameters assumed in analysis. Estimate differential and total (long term and short term) settlements.

Provide wall construction recommendations.

**30.39 Sheet Pile Wall Analysis (Optional) (Not applicable for this project)**

**30.40 Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations (Not applicable for this project)**

**30.41 Box Culvert Analysis (Not applicable for this project)**

**30.42 Preliminary Report - BDR (Not applicable for this project)**

**30.43 Final Report - Bridge and Associated Walls (Not applicable for this project)**

**30.44 Final Reports - Signs, Signals, Box Culvert, Walls, and High Mast Lights (Not applicable for this project)**

**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 COUNTY. 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**

**30.52 Optional Preliminary Contamination Assessment (Not applicable for this project)**

**31 PUBLIC INVOLVEMENT**

*The CONSULTANT shall undertake a Public Involvement program which will include the following:*

**31.1 Mailing List**

*Develop and maintain a mailing list of elected and appointed officials in the local area, permit and review agencies, property owners and any other interested parties. The mailing list will be used to distribute information concerning the project including but not limited to:*

*Newsletter No. 1 announcing the 30% Public Information Meeting*

*Newsletter No. 2 notification of 90% Project Information Meeting*

*Inspect and secure public meeting sites for public workshops.*

**31.2 Public Information Meeting No. 1**

*Prepare exhibits, attend and participate in Public Information Meeting No. 1 (30% plans) conducted by the COUNTY. CONSULTANT will send a notification of this meeting to all parties on the mailing list.*

*Assist in preparing presentation boards with alignments depicted for use as visual aids during the meeting.*

*Prepare a written narrative suitable for hand-out at the Public Information Meeting and for general information. The narrative will address the following topics:*

- a. Description of the Proposed Project.*
- b. Environmental consequences related to:*
  - Social, economic and cultural resources*
  - Physical and natural environment*
- c. Relationship to Comprehensive Plan, Development Standards and other adopted County Policies and Ordinances.*
- d. Unavoidable Adverse Environmental Affects and Proposed Mitigation Measures.*
- e. Any irreversible and irretrievable resource commitments and the long-term and short-term effects of these commitments.*

*Evaluate and consider identified concerns or challenges to the project alignment or concept obtained at the Public Information Meeting and revise the above exhibits accordingly as approved by the COUNTY. Summarize the results of the public information program in a Memorandum to the COUNTY.*

**31.3 Public Information Meeting No. 2**

*Prepare exhibits, ads necessary, attend and participate in Meeting No. 2 (90% plans) conducted by the COUNTY. CONSULTANT will send a notification of this meeting to all parties on the mailing list.*

*Assist in preparing presentation boards with alignments depicted for use as visual aids during the meeting.*

*Prepare a written narrative suitable for hand-out at the Public Information Meeting No. 2 and for general information.*

*The CONSULTANT will summarize the results of the public information program in a Memorandum to the COUNTY.*

**31.4 Newsletters**

*Prepare two newsletters for the project. The first newsletter will provide information about the Alternative Alignment Evaluation and notify all parties about the upcoming Public Information Meeting. The second newsletter will notify all parties of the selection of the Preferred Alternative and information regarding the specifics of the project including typical section and landscaping options.*

**31.5 Public Information Hearing**

*Prepare for and attend a Public Information Hearing at the Board of County Commissioners conducted by the COUNTY. The CONSULTANT will send a notification of this hearing to all parties on the mailing list. Prepare agenda and presentation boards depicting the project.*

**31.6 Meetings**

*The CONSULTANT will attend meetings and presentations as requested by the COUNTY.*

**32 PROJECT REQUIREMENTS**

**32.1 Liaison Office (Not applicable for this project)**

**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 COUNTY.

**32.3 Progress Reporting**

The CONSULTANT shall meet with the COUNTY 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 COUNTY 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 COUNTY 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 COUNTY standards.

### **32.6 Computer Automation**

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The COUNTY 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 COUNTY'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 COUNTY'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, Bridge Load Rating(s) update, 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 COUNTY, in a format prescribed by the COUNTY. The COUNTY 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 COUNTY.

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 COUNTY.

**EXHIBIT B**

Date: April 27, 2005

**COMPENSATION AND METHOD OF PAYMENT**

**For Six Mile Cypress Four Laning – No. of Daniels to So. of Winkler Extension**

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

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
10.0	Roadway and Minor Structure Design	\$ 383,334.00	NTE	W.I.P.P.
20.0	Drainage Analysis and Environmental Permitting	\$ 134,204.00	NTE	W.I.P.P.
30.0	Utilities Coordination	\$ 47,416.00	NTE	W.I.P.P.
40.0	Traffic	\$ 24,166.00	NTE	W.I.P.P.
50.0	Street Lighting and Signalization Interconnection	\$ 89,950.00	NTE	W.I.P.P.
60.0	Survey	\$ 241,236.00	NTE	W.I.P.P.
70.0	Geotechnical	\$ 20,778.00	NTE	W.I.P.P.
80.0	Landscape Architecture	\$ 57,046.00	NTE	W.I.P.P.
90.0	Public Involvement	\$ 45,639.00	NTE	W.I.P.P.
100.0	Expenses	\$ 68,213.00	LS	W.I.P.P.
110.0	Advisory Services During Bidding	N.I.C.		
120.0	Post Design Services	N.I.C.		
<b>TOTAL</b> (Unless list is continued on next page)		<b>\$1,111,982.00</b>	<b>NTE</b>	<b>W.I.P.P.</b>

Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated April 27, 2005, 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 April 27, 2005, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: April 27, 2005

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

For Six Mile Cypress Four Laning – No. of Daniels to So. of Winkler Extension

CONSULTANT OR SUB-CONSULTANT NAME: **JOHNSON 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)
Principal	\$154.00	1	\$154.00
Engineer VIII	\$144.00	1	\$144.00
Engineer VII	\$134.00	1	\$134.00
Engineer VI	\$124.00	1	\$124.00
Engineer V	\$114.00	1	\$114.00
Engineer IV	\$104.00	1	\$104.00
Engineer Intern III	\$ 94.00	1	\$ 94.00
Engineer Intern II	\$ 84.00	1	\$ 84.00
Engineer Intern I	\$ 74.00	1	\$ 74.00
Project Director	\$124.00	1	\$124.00
Senior Designer / Designer IV	\$114.00	1	\$114.00
Designer III	\$ 94.00	1	\$ 94.00
Designer II	\$ 74.00	1	\$ 74.00
Designer I	\$ 64.00	1	\$ 64.00
Technician IV	\$ 84.00	1	\$ 84.00
Technician III	\$ 64.00	1	\$ 64.00
Technician II	\$ 54.00	1	\$ 54.00
Technician I	\$ 44.00	1	\$ 44.00
Environmental Scientist IV	\$ 84.00	1	\$ 84.00
Environmental Scientist III	\$ 64.00	1	\$ 64.00
Environmental Scientist II	\$ 54.00	1	\$ 54.00
Environmental Scientist I	\$ 44.00	1	\$ 44.00
Principal Landscape Architect	\$144.00	1	\$144.00
Landscape Architect V	\$114.00	1	\$114.00
Landscape Architect IV	\$104.00	1	\$104.00
Landscape Architect III	\$ 84.00	1	\$ 84.00
Landscape Architect II	\$ 74.00	1	\$ 74.00
Landscape Architect I	\$ 64.00	1	\$ 64.00
Principal Ecologist	\$124.00	1	\$124.00
Ecologist III	\$104.00	1	\$104.00
Ecologist II	\$ 94.00	1	\$ 94.00
Ecologist I	\$ 84.00	1	\$ 84.00
Administrative / Clerical	\$ 44.00	1	\$ 44.00

\*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 (Continued)

Date: April 27, 2005

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

For Six Mile Cypress Four Laning – No. of Daniels to So. of Winkler Extension

CONSULTANT OR SUB-CONSULTANT NAME: **JOHNSON 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)
Surveyor and Mapper IV	\$114.00	1	\$114.00
Surveyor and Mapper III	\$104.00	1	\$104.00
Surveyor and Mapper II	\$ 94.00	1	\$ 94.00
Surveyor and Mapper I	\$ 84.00	1	\$ 84.00
Two Man Field Party	\$104.00	1	\$104.00
Three Man Field Party	\$124.00	1	\$124.00
Four Man Field Party	\$144.00	1	\$144.00
GPS Mapping Grade: One Man Party	\$ 74.00	1	\$ 74.00
GPS Mapping Grade: Two Man Party	\$114.00	1	\$114.00
GPS Mapping Grade: Three Man Party	\$144.00	1	\$144.00
GPS Surveying Grade: One or Two Man Party	\$144.00	1	\$144.00
GPS Surveying Grade: Three Man Party	\$154.00	1	\$154.00
Three Man Vac-Tron Crew (4 hour min.)	\$210.00	1	\$210.00
Geographic Information Systems Consultant	\$124.00	1	\$124.00

\*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: April 27, 2005

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

For Six Mile Cypress Four Laning – No. of Daniels to So. of Winkler Extension

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 Mgr.	\$41.77	3.0	\$125.31
Staff Engineer, E.I.	\$21.63	3.0	\$64.89
Drill Crew Chief	\$18.75	3.0	\$56.25
Driller's Helper	\$15.00	3.0	\$45.00
CADD Operator	\$14.75	3.0	\$44.25
Administrative Assistant	\$14.75	3.0	\$44.25

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

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

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: April 27, 2005

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

For Six Mile Cypress Four Laning – No. of Daniels to So. of Winkler Extension

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

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Senior Professional Engineer	\$140.00	1	\$140.00
Administrative / Technician	\$ 40.00	1	\$ 40.00

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

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

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: April 27, 2005

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

For Six Mile Cypress Four Laning – No. of Daniels to So. of Winkler Extension

CONSULTANT OR SUB-CONSULTANT NAME: **AKDM DESIGN GROUP**  
(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)
Professional Licensed Traffic Engineer / Consultant	\$120.00	1	\$120.00
Professional Traffic Signal / Lighting Contractor / Consultant	\$120.00	1	\$120.00
Professional Licensed Electrical Contractor / Consultant	\$ 95.00	1	\$ 95.00
Professional CADD Operator / Designer	\$ 90.00	1	\$ 90.00
Administrative Assistant	\$ 40.00	1	\$ 40.00

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

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

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: April 27, 2005

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

For Six Mile Cypress Four Laning – No. of Daniels to So. of Winkler Extension

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	\$192.07	1	\$192.07
Senior Professional	\$149.87	1	\$149.87
Professional	\$115.24	1	\$115.24
Planner	\$76.47	1	\$76.47
Technician	\$71.05	1	\$71.05
Administrative	\$69.96	1	\$69.96

\*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: April 27, 2005

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for Six Mile Cypress Four Laning – No. of Daniels to So. of Winkler Extension

CONSULTANT OR SUB-CONSULTANT NAME: CELLA & ASSOCIATES, INC.

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

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.405/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals: Breakfast, Lunch & Dinner Specified	*Unless Otherwise *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):	
2 - Legal Ads News Press	Actual Cost
Variable Message Boards for 2 meetings	Actual Cost
2 - Newsletter Color 11x17 double sided	Actual Cost
<b>TOTAL NON-PERSONNEL REIMBURSEABLE EXPENSES AND COST/LUMP SUM</b>	<b>\$6,685.00</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 D

Date: April 27, 2005

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)  
for Six Mile Cypress Four Laning - No. of Daniels to So. of Winkler Extension

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. 5850 Corporation Circle Fort Myers, FL 33905	X		DBE WBE	X	
Traffic	CRSPE, Inc. 1414 S.E. 17 <sup>th</sup> Avenue, Suite 104 Cape Coral, FL 33990		X		X	
Street Lighting & Signal Interconnection	AKDM Design Group 4586 Progress Avenue Naples, FL 34104		X		X	
Public Involvement	Cella & Associates, Inc. 2125 First Street, Suite 201 Fort Myers, FL 33901	X		DBE WBE	X	
Photogrammetry	I.F. Rooks & Associates, Inc. 106 N.W. Drane Street Plant City, FL 33566		X		X	

Date: April 27, 2005

PROJECT GUIDELINES AND CRITERIA

For Six Mile Cypress Four Laning - No. of Daniels to So. of Winkler Extension

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

EXHIBIT F

DATE: April 27, 2005

TRUTH IN NEGOTIATION CERTIFICATE

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

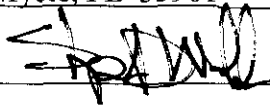
Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 3.11.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the County and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as:

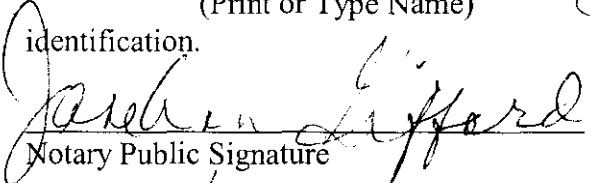
Johnson Engineering, Inc.

2158 Johnson Street, Fort Myers, FL 33901

BY: Stephen D. Webb, P.E. 

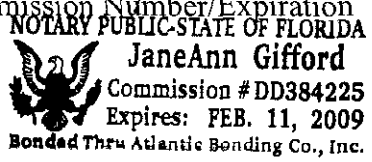
TITLE: Director of Transportation Services

The foregoing instrument was signed and acknowledged before me this 27<sup>th</sup> day of April, 2005, by Stephen who has produced (known to me) as identification. (Print or Type Name) (Type of Identification and Number)

  
Notary Public Signature

JANE ANN GIFFORD  
Printed Name of Notary Public

# DD 384225 / 2-11-2009  
Notary Commission Number/Expiration



CMO:  
00/00/00



EXHIBIT G

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID AL JOHNS-1	DATE (MM/DD/YYYY) 04/26/05
<b>PRODUCER</b> Five County Insurance Agency 14120 Metropolis Avenue Fort Myers FL 33912 Phone: 239-939-1400 Fax: 239-939-3813		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Johnson Engineering Inc PO Box 1550 Fort Myers FL 33902		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Transcontinental Ins-CNA-CAM	20486
		INSURER B: Nat'l Fire Ins of Hartford-CNA	
		INSURER C: Transportation Ins.CNA-CAM	20494
		INSURER D: Continental Casualty /VOS	
		INSURER E: Ohio Casualty	


**COVERAGES**

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	TCP1055828156	09/15/04	09/15/05	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		<input checked="" type="checkbox"/> Contractual Liab				PERSONAL & ADV INJURY \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
B	X	AUTOMOBILE LIABILITY	BUA1055828173	09/15/04	09/15/05	Emp Ben. 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/> COMP: \$500	<input checked="" type="checkbox"/> COLL: \$500			PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
E	X	EXCESS/UMBRELLA LIABILITY	EU00553263972	09/15/04	09/15/05	EACH OCCURRENCE \$ 10,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 10,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$10,000				\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC258095500	09/24/04	09/24/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D		OTHER	AEA114128986	07/23/04	07/23/05	Each ctm 10,000,000
		Professional Liab \$150,000 D ea ctm				Annual Ag 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Lee County Board of County Commissioners is listed as Additional Insured for General & Automobile Liability.  
 Re: CN-05-04-Six Mile Cypress Parkway 4-Lane Widening-No. of Daniels to So. of Winkler Extension

<b>CERTIFICATE HOLDER</b> LEE COUNTY BOARD OF COUNTY COMMISSIONERS RISK MANAGEMENT PO BOX 398 FT MYERS FL 33902 LEECO39	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	---

## EXHIBIT G

### IMPORTANT

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

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

### DISCLAIMER

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

EXHIBIT H

Date: April 27, 2005

AMENDMENT TO ARTICLES

for Six Mile Cypress Four Laning - No. of Daniels to So. of Winkler Extension

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

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

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

AMENDMENT NO.

ARTICLE No. \_\_\_\_\_ is hereby amended as follows: