

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

Blue Sheet No. 20050974

1. ACTION REQUESTED/PURPOSE: Approve waiving of the formal process for BW-05-09 UPDATE TO LEE COUNTY ROAD IMPACT FEES and enter into a Service Provider Agreement with James Duncan and Associates, Inc., in the lump sum amount of \$64,165.00 with a project completion of twelve (12) months. Further authorize Chairman to execute the Service Provider Agreement.

2. WHAT ACTION ACCOMPLISHES: Provides Lee County with an efficient, cost effective update of the Lee County Road Impact Fees. This study will update the data and analysis contained in the July 2003 study.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval.

4. Departmental Category: 4 <i>A4A</i>		5. Meeting Date: <i>08-02-2005</i>	
6. Agenda: <input checked="" type="checkbox"/> Consent <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify) <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin. Code AC-4-4 <input type="checkbox"/> Other		8. Request Initiated: Commissioner Department <u>Community Development</u> Division By: Mary Gibbs, Director

9. Background:
James Duncan and Associates, Inc. has provided the County with technical assistance on Fire/EMS, Parks, and Road impact fees issues since 1998. Duncan & Associates prepared the original road impact fee study. There are documented special circumstances that justify renewing their contract. Duncan and Associates has the historical knowledge to prepare the update most efficiently, since they already prepared the study. It would not be efficient or cost effective at this point in time to go out to bid to hire another firm that is not familiar with the methodology of this study.

Going out to bid would delay the cycle that the County Commission requested. The County Commission was asked at the M & P meeting of February 7, 2005 whether they wanted to go out to bid, and they said no.

The Community Development Department submitted a request to Contracts Management to waive the formal process for BW-05-09 UPDATE TO LEE COUNTY ROAD IMPACT FEES and enter into a Service Provider Agreement with James Duncan and Associates, Inc., based on the firm's historical knowledge, methodology and the resulting cost effectiveness of such an update.

Funds are available in Account GC5190315500.503190.537

Attachment: 1. Bid Waiver justification

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services <i>(L/om 7/20)</i>				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>	<i>[Signature]</i>	N/A		<i>[Signature]</i>	<i>7/19/05</i>	<i>[Signature]</i>	<i>7/19/05</i>	<i>7/19/05</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN: *[Signature]*

7-18-05

4:30

COUNTY ADMIN
FORWARDED TO: *[Signature]*

7/21/05

9:30 AM

RECVD. *7/18/05*
by CO. ATTY.

1:00 PM

CO. ATTY.
FORWARDED TO:
[Signature]

7/19/05

MEMORANDUM

**FROM
THE DEPARTMENT OF
COMMUNITY DEVELOPMENT**

COMMUNITY DEVELOPMENT CENTER
FOURTH FLOOR

05 APR 13 AM 10:12

LEE COUNTY
RECEIVED

DATE: April 5, 2005

TO: Gail Orio
Contracts Management

FROM: Mary Gibbs
Mary Gibbs, Director

RE: Roads Impact Fee Contract for Duncan and Associates

I am requesting a waiver of the formal bidding process for the Roads Impact Fee Update contract for Duncan and Associates. This firm has provided service to Lee County for several years to revise the County's fire/EMS, parks, and roads impact fees.

Duncan and Associates prepared the original road impact fee study. There are documented special circumstances that justify renewing their contract. Duncan and Associates has the historical knowledge to prepare the update most efficiently, since they already prepared the study. It would not be efficient or cost effective at this point in time to go out to bid to hire another firm that is not familiar with the methodology of that study. Further, there are very few firms nationally that conduct these types of studies. Going out to bid would delay the cycle that the County Commission requested. The County Commission was asked at the M & P meeting of February 7, 2005 whether they wanted to go out to bid, and they said no.

Please contact me if you need anything further and thanks for your assistance.

cc: Timothy Jones, Assistant County Attorney

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this ____ day of _____, 2005, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and **James Duncan and Associates, Inc.**, hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the consulting services of said PROVIDER as further described herein referred to as **Update of the Lee County Road Impact Fees**, and,

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

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

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

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in **EXHIBIT "A"**, dated **April 13, 2005**, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

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

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

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

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

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

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

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

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

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

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

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

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

- (1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

- (2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.

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

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

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

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

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

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

(2) COMMERCIAL GENERAL LIABILITY

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

- (A) Minimum limits of \$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.

(3) BUSINESS AUTOMOBILE LIABILITY

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

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

(4) PROFESSIONAL LIABILITY

Coverage shall include the following:

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

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

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

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

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

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

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

ARTICLE 14.0 - MAINTENANCE OF RECORDS

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

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

ARTICLE 15.0 - HEADINGS

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

ARTICLE 16.0 - ENTIRE AGREEMENT

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

ARTICLE 17.0 - NOTICES AND ADDRESS

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

Lee County Board of County Commissioners
PO Box 398
Ft Myers FL 33902-0398
Attention: Community Development

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

Mr. Clancy Mullen
James Duncan and Associates, Inc.
13276 Research Boulevard, Suite 208
Austin, TX 78750
Phone: 512.258.7347

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

ARTICLE 18.0 - TERMINATION

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

ARTICLE 19.0 - MODIFICATIONS

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

ARTICLE 20.0 - ACCEPTANCE

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

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

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT
Charlie Green, Clerk

BOARD OF COUNTY COMMISSIONERS

BY: _____
CHAIRMAN

DATE: _____

APPROVED AS TO FORM

BY: _____
County Attorney's Office

ATTEST:

JAMES DUNCAID AND ASSOCIATES, INC.

(CONSULTANT)

Clancy Muller BY: James A. Duncaid (Witness)
(Authorized Signature)

James A. Duncaid (Title) President (Witness)

DATE: July 1, 2005

CORPORATE SEAL:

EXHIBIT A

Date: April 13, 2005

SCOPE OF SERVICES

for Update of the Road Impact Fees

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

TASK 1 - Project Organization/Data Collection

Immediately upon project initiation, Consultant will schedule a meeting with key members of County staff. During the meeting, Consultant will gather available information related to the project; identify major technical and policy issues involved; coordinate staff and consultant responsibilities; and refine the project schedule.

County will provide Consultant, without charge, copies of all relevant plans, studies and documents needed to perform the scope of work for the development of road impact fees. A major data need that we will rely on staff to provide is current information on existing county-wide nonresidential land uses (nonresidential building square feet by land use type). This data may need to come from the Property Appraiser.

Following the meeting, Consultant will prepare a memorandum summarizing the organizational framework for the project, and listing additional data needs, if any. The memorandum will be delivered within two weeks of the meeting. The Consultant will then proceed with Task 2.

Deliverable: Project Organization Meeting
Project Organization Memorandum

Task 2: Staff Draft Study

This task involves the preparation of a draft road impact fee study. The study will update the data and analysis contained in the July 2003 study. As with the 2003 study, the update will include an alternative calculation of the fees that includes the cost of State road improvements. In addition, it will include an introductory section that demonstrates the need for road improvements arising from the development of land within Lee County. Finally, the major road inventory will be updated to include all existing arterials and collectors county-wide, and will include the number of lanes and capacity of each road segment. The study shall provide the technical analyses necessary to support the development of an updated road impact fee schedule. The maximum fees will be determined based on the existing level of service, less revenue credits for outstanding debt and outside funding such as grants.

Deliverable: Staff Review Draft of Road Impact Fee Study

SCOPE OF SERVICES (continued)

Task 3: Public Review Draft Study

Following the receipt of comments from County staff, Consultant will make necessary changes to the draft impact fee study. Consultant will also prepare a memorandum suggesting possible changes to the road impact fee ordinance that may be needed to implement the study recommendations and address any changes in the legal environment.

Deliverables: Public Review Draft of Road Impact Fee Study
Proposed Changes to Road Impact Fee Ordinance

Task 4: Final Draft Study

During the public review process, Consultant will prepare up to two sets of revisions to the impact fee calculations and report to respond to staff and public input. Following adoption of the updated study, Consultant will provide a digital version of the supporting spreadsheets.

Deliverables: Final Draft of Road Impact Fee Study
Supporting Spreadsheets

Task 5: Public Participation

During the course of the project, the Consultant will attend advisory committee and Board of County Commissioners meetings to present the findings of the study as requested by the County. For the purposes of this fixed-fee contract, it is assumed that Duncan Associates personnel will attend up to six person-days of meetings, and that CRSPE personnel will attend up to six meetings lasting no more than four hours each. The County will be billed only for meetings actually attended, up to the maximum specified here. Any additional meetings will be negotiated or billed on a time-plus-expense basis.

Deliverables: Duncan Associates Meeting Attendance (6 person-days)
CRSPE Meeting Attendance (6 meetings)

EXHIBIT B

Date: April 13, 2005

COMPENSATION AND METHOD OF PAYMENT

For Update of the Road Impact Fees

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.)
1	Project Organization & Data Collection	\$6,860.00	LS	
2	Staff Review Draft Road Study	\$29,930.00	LS	
3	Public Review Draft Road Study	\$7,935.00	LS	
4	Final Draft Road Study	\$4,440.00	LS	
5	Public Participation * (6 person-trips-Duncan) & (6 meeting CRSPE)	\$15,000.00	LS	
	Fixed-fee cost includes all direct and indirect costs, including travel expenses			
	* Attendance at meetings in Task 5 will be provided at a fixed fee cost per meeting, including all travel expenses, of \$2,000 Duncan Associates and \$500 for CRSPE. The budget assumes six person-days of travel by Duncan Associates and six meetings attended by CRSPE. The County will not be billed for travel or meeting attendance that does not occur.			
TOTAL (Unless list is continued on next page)		\$64,165.00	LS	

CMO:033
09/25/01

Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated **April 13, 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 13, 2005**, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: April 13, 2005

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for Update of the Road Impact Fees

CONSULTANT OR SUB-CONSULTANT NAME DUNCAN & 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)
James B Duncan Clancy Mullen Eric Damian Kelly Expert witness services shall be provided at one and one-half times the above hourly rates.	\$175.00 \$135.00 \$200.00		

*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".

EXHIBIT C

Date: April 13, 2005

TIME AND SCHEDULE OF PERFORMANCE

for Update of the Road Impact Fees

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

It is anticipated that the public review draft could be prepared in approximately four and one-half months, excluding the public review process. Additional review time or additional public participation would require a somewhat longer project schedule.

Task	Months from Project Start					
	1	2	3	4	5	Varies
Task 1: Project Org/Data Collection	x					
Task 2: Staff Review Draft						
Task 3: Public Review Draft						
Task 4: Final Draft						
Task 5: Public Participation						

The contract term will be for one (1) year from the Notice-to-Proceed date.

Service and/or work to be 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	Yes No
	CRSPE, Inc.	X	X

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.)

for Update of the Road Impact Fees

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

Date: April 13, 2005

EXHIBIT D

EXHIBIT E

Date: April 13, 2005

PROJECT GUIDELINES AND CRITERIA

for Update of the Road Impact Fees

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

PROJECT UNDERSTANDING

This project will entail updating the County's Road impact fees. The road impact fees were last updated in 2003. The County has moved to a three-year cycle for updating its impact fees.

EXHIBIT F

Date: April 13, 2005

AMENDMENT TO ARTICLES

For: Update of the Road Impact Fees

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.

none

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/24/2005
PRODUCER (512)451-6551 FAX (512)454-0183 Central Insurance Agency, Inc. 6000 N. Lamar Blvd. Austin, TX 78752	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.	
INSURED JAMES DUNCAN & ASSOCIATES, INC. 13276 RESEARCH BLVD., SUITE 208 AUSTIN, TX 78750-3241	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Northern Ins. Co. of New York	19372
	INSURER B: Maryland Casualty Company	19356
	INSURER C:	
	INSURER D:	
		INSURER E:

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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PASO37854552	04/10/2005	04/10/2006	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000		
	A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PASO37854552	04/10/2005	04/10/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
		A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	PASO37854552	04/10/2005	04/10/2006	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
			B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC039722054	04/10/2005	04/10/2006

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Lee County Board of County Commissioners is named additional insured on all policy except the workers compensation.

CERTIFICATE HOLDER Lee County Board of County Commissioners Lee County Contracts Management Margaret Ruhe Lincoln-Contracts Specialist 1500 Monroe Street, 4th Floor Ft. Myers, FL 33901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Scott Raper, CIC
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