

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

Blue Sheet No. 20051352

1. ACTION REQUESTED/PURPOSE: Award Professional Services Agreement for CN-05-12 MATLACHA BRIDGE REPLACEMENT, to E.C. Driver & Associates, Inc. , in the not-to-exceed amount of \$2,396,202.13. Also authorize Chairman to execute the Agreement on behalf of the Board. Also, approve transfer from reserves in the amount of \$500,000.00 for the Transportation Capital Improvement Fund and amend the 05/06 to 09/10 CIP. Funds will be available for this project upon execution of the transfer.

2. WHAT ACTION ACCOMPLISHES: Provides Lee County with a Consultant to design and permit a replacement for the existing bridge on Pine Island Road at Matlacha.

3. MANAGEMENT RECOMMENDATION: Approval recommended.

Departmental Category: 09

A9A

5. Meeting Date: **10-18-2005**

- 6. Agenda:**
- Consent
 - Administrative
 - Appeals
 - Public
 - Walk-On

- 7. Requirement/Purpose: (specify)**
- Statute
 - Ordinance
 - Admin. Code **AC-4-4**
 - Other

8. Request Initiated:
 Commissioner _____
 Department Transportation
 Division _____
 By: Scott Gilbertson, Director

9. Background:

On August 2, 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) E.C. Driver & Associates, Inc., (2) Hardesty & Hanover, LLC. The third firm, Lichstein Consulting Engineers, Inc., chose not to participate in presentations for this project.

Negotiations were successful with the number one ranked firm, E.C. Driver & Associates, Inc., for the not-to-exceed amount of \$2,396,202.13.

- Attachments:** (1) Request For Transfer of Funds
 (2) Two (2) Professional Service Agreements for execution.

Funds will be available upon execution of Transfer in account: 20590430700.506540.

10. Review for Scheduling:

| Department Director | Purchasing or Contracts | Human Resources | Other | County Attorney | Budget Services | | | | County Manager/P.W. Director |
|---------------------|-------------------------|-----------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|------------------------------|
| | | | | | Analyst | Risk | Grants | Mgr. | |
| <i>J. J. ...</i> | <i>[Signature]</i> | | <i>[Signature]</i> | <i>[Signature]</i> | <i>[Signature]</i> | <i>[Signature]</i> | <i>[Signature]</i> | <i>[Signature]</i> | <i>[Signature]</i> |
| 9-27-05 | 9-27-05 | | 10-18-05 | 10-24-05 | 10-24-05 | 10-24-05 | 10-24-05 | 10-24-05 | 9-27-05 |

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
 10-3-05
 3:10
 COUNTY ADMIN
 FORWARDED TO:
[Signature]
 9 AM

Rec. by CoAtty
 Date: *9/29/05*
 Time: *11:05 AM*
 Forwarded to:
 Co. mgr.
 10/3/05

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Transportation Cap. Imp. DATE: 09/15/05 BATCH NO. _____

FISCAL YEAR: 2006 FUND #: 30700 DOC TYPE: YB LEDGER TYPE: BA

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

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

| | | |
|-----------------------|---------------------------|--------------|
| <u>ACCOUNT NUMBER</u> | <u>OBJECT NAME</u> | <u>DEBIT</u> |
| 20590430700.506540 | Improvements Construction | \$ 500,000 |

TOTAL TO: \$ 500,000

FROM: Non-Departmental Reserves
 (DIVISION NAME) (PROGRAM NAME)

| | | |
|-----------------------------------|--|---------------|
| <u>ACCOUNT NUMBER</u> | <u>OBJECT NAME</u> | <u>CREDIT</u> |
| GC5890130700.509910 <i>ebw</i> | Reserve for Future Capital <i>CONTINGENCY</i> <i>ebw</i> | \$500,000 |

TOTAL FROM: \$ 500,000

EXPLANATION Budget appropriation needed to cover contract for Mallacha Bridge project.

| | | | |
|---|---------------------------------|--|--------------------|
| <u>DIVISION DIRECTOR SIGNATURE</u> | <u>DATE</u> | <u>DEPARTMENT DIRECTOR SIGNATURE</u> | <u>DATE</u> |
| DBS: APPROVAL <input checked="" type="checkbox"/> | DENIAL <input type="checkbox"/> | <i>[Signature]</i> | <i>3-10-05 and</i> |
| APPROVAL <input type="checkbox"/> | DENIAL <input type="checkbox"/> | <u>OPERATIONS ANALYST SIGNATURE</u> | <u>DATE</u> |
| CO. ADMIN.: APPROVAL <input type="checkbox"/> | DENIAL <input type="checkbox"/> | <i>James K. Wolf</i> | <i>10-3-05</i> |
| <u>BCC APPROVAL DATE</u> | | <u>BUDGET OPERATIONS MANAGER SIGNATURE</u> | <u>DATE</u> |
| | | <u>CO. ADMIN. SIGNATURE</u> | <u>DATE</u> |
| | | <u>BCC CHAIRMAN SIGNATURE</u> | |

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

PROFESSIONAL SERVICES AGREEMENT

#3208

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 20____, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and E.C. Driver & Associates, 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-05-12 MATLACHA BRIDGE REPLACEMENT, 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.

Date: 09/25/01

2.12 DEPARTMENT DIRECTOR

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

2.13 PROJECT MANAGER

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

2.14 LUMP SUM FEE(S)

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

2.15 NOT-TO-EXCEED FEE(S)

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

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

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

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

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

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

ARTICLE 3.00 - OBLIGATIONS OF THE CONSULTANT

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

3.01 LICENSES

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

3.02 PERSONNEL

(1) QUALIFIED PERSONNEL

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

(2) CONSULTANT'S PROJECT DIRECTOR

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

(3) REMOVAL OF PERSONNEL

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

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

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

3.04 STANDARDS OF PROFESSIONAL SERVICE

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

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) RESPONSIBILITY TO CORRECT

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

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

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

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

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

3.06 LIABILITY

(1) CONSULTANT TO HOLD COUNTY HARMLESS

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

3.07 NOT TO DIVULGE CERTAIN INFORMATION

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

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

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

Date: 09/25/01

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

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

3.09 RESPONSIBILITY FOR ESTIMATES

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

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

(3) Cost Estimates

(A) ORDER OF MAGNITUDE ESTIMATE

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

(B) BUDGET ESTIMATE

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

(C) CONSTRUCTION COST ESTIMATE.

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

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

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

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

(C) CONSTRUCTION COST ESTIMATE.(Continued)

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

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

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

3.10 PERMITS

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

Date: 09/25/01

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.

Date: 09/25/01

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

Date: 09/25/01

(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> |
|--|--|
| Cultural Resource Assessment | Southeastern Archaeological Research, Inc. |
| Environmental Services | Scheda Ecological Assoc., Inc. |
| Architectural Services | Woodroffe Corp. Architects |
| Geotechnical | Tierra |
| Drainage Design Survey | AIM Engineering & Surveying, Inc |
| Graphics | URS Corporation |

13.01 INSURANCE COVERAGE TO BE OBTAINED Continued

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

13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

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

Date: 09/25/01

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

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

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

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

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

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

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

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

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

Date: 09/25/01

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

Date: 09/25/01

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 September 13, 2005.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated September 13, 2005.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated September 13, 2005.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)", dated September 13, 2005.

ARTICLE 19.00 - ENTIRE AGREEMENT (Continued)

- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated September 13, 2005.
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated September 13, 2005.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles", dated September 13, 2005.

ARTICLE 20.00 - NOTICES AND ADDRESS OF RECORD

20.01 NOTICES BY CONSULTANT TO COUNTY

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

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

20.02 NOTICES BY COUNTY TO CONSULTANT

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

E.C. Driver & Associates, Inc.
(CONSULTANT'S Business Name)

500 No. Westshore Blvd., Ste. 500
(Street/P.O. Box)

Tampa FL 33609
(City) (State) (Zip Code)

Telephone Number: 813-282-9886
Fax Number: 813-282-9873

ATTENTION: James M. Phillips III, P.E.
Project Director

20.03 CHANGE OF ADDRESS OF RECORD

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

ARTICLE 21.00 - TERMINATION

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

Date: 09/25/01

ARTICLE 21.00 - TERMINATION (Continued)

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

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

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

21.01 CONSULTANT TO DELIVER MATERIAL

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

ARTICLE 22.00 - AMENDMENTS

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

ARTICLE 23.00 - MODIFICATIONS

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

Date: 09/25/01

ARTICLE 23.00 - MODIFICATIONS (Continued)

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

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

ARTICLE 24.00 - ACCEPTANCE

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

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

ATTEST:
CLERK OF CIRCUIT COURT
Charlie Green, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM

BY: _____
County Attorney's Office

ATTEST:

E.C. Driver & Associates
(CONSULTANT)

S. Schell
(Witness)

BY: [Signature]
(Authorized Signature)
Mario Echagarrua, P.E.

[Signature]
(Witness)

President
(Title)

DATE: September 8, 2005

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A

Date: September 13, 2005

SCOPE OF SERVICES

for Matlacha Bridge Replacement

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.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

EXHIBIT A



SCOPE OF SERVICES
FOR
CN-05-12
MATLACHA BRIDGE REPLACEMENT

LEE COUNTY

| | | |
|----------|--|-----------|
| 1 | PURPOSE | 17 |
| 2 | PROJECT DESCRIPTION | 18 |
| 2.1 | Roadway (Activities 3.0, 4.0, and 5.0) | 18 |
| 2.2 | Drainage (Activity 6.0) | 19 |
| 2.3 | Utilities (Activity 7.0) | 19 |
| 2.4 | Environmental Permits (Activity 8) | 20 |
| 2.5 | Structures (Activities 9.0 – 18.0) | 20 |
| 2.6 | Signing and Pavement Markings (Activity 19.0 & 20.0) | 20 |
| 2.8 | Lighting (Activity 23.0 & 24.0) | 20 |
| 2.10 | Survey (Activity 27.0) | 20 |
| 2.11 | Photogrammetry (Activity 28.0) (Not included in this project) | 21 |
| 2.13 | Geotechnical (Activity 30.0) | 21 |
| 2.14 | Architecture | 22 |
| 2.15 | Project Schedule | 22 |
| 2.16 | Submittals | 23 |
| 2.17 | Provisions for Work | 26 |
| 2.18 | Services to be Performed by the COUNTY | 33 |
| 3 | PROJECT COMMON and PROJECT GENERAL TASKS | 34 |
| | Project Common Tasks | 34 |
| | Project General Tasks | 36 |
| 3.1 | Public Involvement | 36 |
| 3.2 | Joint Project Agreements (Not applicable to this project) | 40 |
| 3.3 | Specifications Package Preparation | 40 |
| 3.4 | Contract Maintenance (Not applicable for this project) | 41 |
| 3.5 | Value Engineering (Multi-Discipline Team) Review (Not applicable to this project) | 41 |
| 3.6 | Prime Project Manager Meetings | 41 |
| 3.7 | Other Project General Tasks | 41 |
| | <u>Alignment Study</u> | 41 |
| | <u>Environmental Evaluation/Documentation</u> | 41 |
| 4 | ROADWAY ANALYSIS | 43 |
| 4.1 | Typical Section Package | 43 |
| 4.2 | Pavement Design Package | 43 |
| 4.3 | Access Management | 43 |
| 4.4 | Horizontal/Vertical Master Design Files | 44 |
| 4.5 | Cross Section Design Files | 44 |
| 4.6 | Traffic Control Analysis | 44 |
| 4.7 | Master TCP Design Files | 44 |
| 4.8 | Design Variations and Exceptions | 44 |
| 4.9 | Design Report | 45 |
| 4.10 | Computation Book and Quantities | 45 |
| 4.11 | Cost Estimate | 45 |

| | | |
|----------|---|-----------|
| 4.12 | Technical Special Provisions | 45 |
| 4.13 | Other Roadway Analysis (Not applicable to this project) | 45 |
| 4.14 | Field Reviews | 45 |
| 4.15 | Technical Meetings | 45 |
| 4.16 | Quality Assurance/Quality Control | 45 |
| 4.17 | Independent Peer Review (Not applicable to this project) | 45 |
| 4.18 | Supervision | 45 |
| 4.19 | Coordination | 45 |
| 5 | ROADWAY PLANS | 45 |
| 5.1 | Key Sheet | 45 |
| 5.2 | Summary of Pay Items Including Quantity Input | 46 |
| 5.3 | Drainage Map | 46 |
| 5.4 | Interchange Drainage Map (Not applicable to this project) | 46 |
| 5.5 | Typical Section Sheets | 46 |
| 5.6 | General Notes/Pay Item Notes | 46 |
| 5.7 | Summary of Quantities | 46 |
| 5.8 | Box Culvert Data Sheet (Not applicable to this project) | 46 |
| 5.9 | Bridge Hydraulics Recommendation Sheets | 46 |
| 5.10 | Summary of Drainage Structures | 46 |
| 5.11 | Optional Pipe/Culvert Material (Not applicable to this project) | 46 |
| 5.12 | Project Layout | 46 |
| 5.13 | Plan/Profile Sheet | 46 |
| 5.14 | Profile Sheet | 46 |
| 5.15 | Plan Sheet | 46 |
| 5.16 | Special Profile | 46 |
| 5.17 | Back of Sidewalk Profile Sheet | 46 |
| 5.18 | Interchange Layout Sheet (Not applicable to this project) | 46 |
| 5.19 | Ramp Terminal Details (Plan View) (Not applicable to this project) | 46 |
| 5.20 | Intersection Layout Details (Not applicable to this project) | 46 |
| 5.21 | Miscellaneous Detail Sheets | 46 |
| 5.22 | Drainage Structure Sheet | 46 |
| 5.23 | Miscellaneous Drainage Detail Sheets | 46 |
| 5.24 | Lateral Ditch Plan/Profile | 46 |
| 5.25 | Lateral Ditch Cross Sections | 47 |
| 5.26 | Retention/Detention Ponds Detail Sheet (Not applicable to this project) | 47 |
| 5.27 | Retention Pond Cross Sections (Not applicable to this project) | 47 |
| 5.28 | Cross-Section Pattern Sheet | 47 |
| 5.29 | Roadway Soil Survey Sheet | 47 |
| 5.30 | Cross Sections | 47 |
| 5.31 | Traffic Control Plan Sheets | 47 |
| 5.32 | Traffic Control Cross Section Sheets | 47 |
| 5.33 | Traffic Control Detail Sheets | 47 |
| 5.34 | Utility Adjustment Sheets | 47 |

| | | |
|----------|---|-----------|
| 5.35 | Selective Clearing and Grubbing | 47 |
| 5.36 | Erosion Control Plan | 47 |
| 5.37 | SWPPP | 47 |
| 5.38 | Project Control Network Sheet (Not applicable to this project) | 47 |
| 5.39 | Interim Standards | 47 |
| 5.40 | Utility Verification Sheet (SUE Data) (Not applicable to this project) | 47 |
| 5.41 | Quality Assurance/Quality Control | 47 |
| 5.42 | Supervision | 47 |
| 6 | DRAINAGE ANALYSIS | 47 |
| 6.1 | Determine Base Clearance Water Elevation | 48 |
| 6.2 | Pond Siting Analysis and Report (Not applicable to this project) | 48 |
| 6.3 | Design of Cross Drains | 48 |
| 6.4 | Design of Roadway Ditches | 48 |
| 6.5 | Design of Outfalls | 48 |
| 6.6 | Design of Stormwater Management Facility (Offsite Pond) (Not applicable to this project) | 48 |
| 6.7 | Design of Stormwater Management Facility (Roadside Ditch as Linear Pond) | 48 |
| 6.8 | Design of Flood Plain Compensation Area | 48 |
| 6.9 | Design of Storm Drains | 49 |
| 6.10 | Optional Culvert Material | 49 |
| 6.11 | French Drain Design | 49 |
| 6.12 | Drainage Wells (Not applicable to this project) | 49 |
| 6.13 | Drainage Design Documentation Report | 49 |
| 6.14 | Bridge Hydraulic Report | 49 |
| 6.15 | Temporary Drainage Analysis | 49 |
| 6.16 | Cost Estimate (Not Applicable to this project) | 49 |
| 6.17 | Technical Special Provisions | 49 |
| 6.18 | Other Drainage Analysis (Not Applicable to this project) | 49 |
| 6.19 | Field Reviews | 49 |
| 6.20 | Technical Meetings | 49 |
| 6.21 | Quality Assurance/Quality Control | 49 |
| 6.22 | Independent Peer Review (Not applicable to this project) | 50 |
| 6.23 | Supervision | 50 |
| 6.24 | Coordination | 50 |
| 7 | UTILITIES | 50 |
| 7.1 | Kickoff Meeting | 50 |
| 7.2 | Identify Existing UAO(s) | 50 |
| 7.3 | Make Utility Contacts | 50 |
| 7.4 | Exception Coordination | 51 |
| 7.5 | Preliminary Utility Meeting | 51 |
| 7.6 | Individual/Field Meetings | 51 |
| 7.7 | Collect and Review Plans and Data from UAO(s) | 51 |

| | | |
|----------|--|-----------|
| 7.8 | Subordination of Easements Coordination (Not applicable for this project) | 51 |
| 7.9 | Utility Design Meeting | 51 |
| 7.10 | Review Utility Markups and Work Schedules and Processing of Schedules and Agreements | 52 |
| 7.11 | Utility Coordination/Followup | 52 |
| 7.12 | Utility Constructability Review | 52 |
| 7.13 | Additional Utility Services (Not applicable for this project) | 52 |
| 7.14 | Processing Utility Work by Highway Contractor (UWHC) (Not applicable for this project) | 52 |
| 7.15 | Contract Plans to UAO(s) (Not applicable for this project) | 52 |
| 7.16 | Certification/Close-Out | 52 |
| 7.17 | Other Utilities (Not applicable for this project) | 53 |
| 8 | ENVIRONMENTAL PERMITS | 53 |
| 8.1 | Preliminary Project Research | 53 |
| 8.4 | Agency Verification of Wetland Data | 54 |
| 8.5 | Complete and Submit All Required Permit Applications | 54 |
| 8.6 | Prepare Dredge and Fill Sketches | 55 |
| 8.7 | Prepare USCG Permit Sketches | 55 |
| 8.8 | Prepare Easement Sketches | 55 |
| 8.9 | Prepare Right-of-Way Occupancy Sketches (Not applicable for this project) | 55 |
| 8.10 | Prepare Coastal Construction Control Line (CCCL) Permit Sketches | 55 |
| 8.11 | Prepare Tree Permit Information (Not applicable for this project) | 55 |
| 8.12 | Mitigation Coordination and Meetings (Not applicable for this project) | 55 |
| 8.13 | Mitigation Design (Not applicable for this project) | 55 |
| 8.14 | Environmental Clearances (Not applicable for this project) | 55 |
| 8.15 | Other Environmental Permits (Not applicable for this project) | 55 |
| 8.16 | Technical Meetings | 55 |
| 8.17 | Quality Assurance/Quality Control | 55 |
| 8.18 | Supervision | 55 |
| 8.19 | Coordination | 55 |
| 9 | STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS | 55 |
| 9.1 | Index of Drawings | 56 |
| 9.2 | Project Layout (Not applicable for this project) | 56 |
| 9.3 | General Notes and Bid Item Notes | 56 |
| 9.4 | Incorporate Florida Department of Transportation Standards | 56 |
| 9.5 | Incorporate Report of Core Borings | 56 |
| 9.6 | Existing Bridge Plans | 56 |
| 9.7 | Computation Book and Quantities | 56 |
| 9.8 | Cost Estimate | 56 |
| 9.9 | Technical Special Provisions | 56 |

| | | |
|-----------|--|-----------|
| 9.10 | Field Reviews | 56 |
| 9.11 | Technical Meetings | 56 |
| 9.12 | Quality Assurance/Quality Control | 56 |
| 9.13 | Independent Peer Review (Not applicable for this project) | 56 |
| 9.14 | Supervision | 56 |
| 9.15 | Coordination | 57 |
| 10 | STRUCTURES - BRIDGE DEVELOPMENT REPORT | 57 |
| | <u>General Requirements</u> | 57 |
| 10.1 | Bridge Geometry | 57 |
| 10.2 | Ship Impact Data Collection | 57 |
| 10.3 | Ship Impact Criteria | 57 |
| | <u>Superstructure Alternatives</u> | 57 |
| 10.4 | Short-Span Concrete | 57 |
| 10.5 | Medium-Span Concrete | 57 |
| 10.6 | Long Span Concrete (Not applicable for this project) | 57 |
| 10.7 | Structural Steel (Not applicable for this project) | 57 |
| | <u>Foundation and Substructure Alternatives</u> | 57 |
| 10.8 | Pier/Bent Types | 57 |
| 10.9 | Shallow Foundations | 57 |
| 10.10 | Deep Foundations | 57 |
| | <u>Movable Span</u> | 58 |
| 10.11 | Data Collection and Design Criteria | 58 |
| 10.12 | Movable Span Geometrics and Clearances | 58 |
| 10.13 | Deck System Evaluation | 58 |
| 10.14 | Framing Plan Development | 58 |
| 10.15 | Main Girder Preliminary Design | 58 |
| 10.16 | Conceptual Span Balance/Counterweight | 58 |
| 10.17 | Support System Development | 58 |
| 10.18 | Drive Power Calculations | 58 |
| 10.19 | Drive System Development | 58 |
| 10.20 | Power and Control Development | 58 |
| 10.21 | Conceptual Pier Design | 58 |
| 10.22 | Foundation Analysis (FL PIER) | 58 |
| 10.23 | Tender Visibility Study | 58 |
| | <u>Other BDR Issues</u> | 59 |
| 10.24 | Aesthetics | 59 |
| 10.25 | TCP/Staged Construction Requirements | 59 |
| 10.26 | Constructability Requirements | 59 |
| 10.27 | Abutment Slope/Wall Evaluation (Not applicable for this project) | 59 |
| 10.28 | Quantity and Cost Estimates | 59 |
| 10.29 | Quantity and Cost Estimates - Movable Span | 59 |
| 10.30 | Wall Type Justification (Not applicable for this project) | 59 |
| | <u>Report Preparation</u> | 59 |

| | | |
|-----------|---|-----------|
| 10.31 | Exhibits (Not applicable for this project) | 59 |
| 10.32 | Exhibits - Movable Span (Not applicable for this project) | 59 |
| 10.33 | Report Preparation | 59 |
| 10.34 | Report Preparation - Movable Span | 59 |
| 10.35 | BDR Submittal Package | 59 |
| | <u>Preliminary Plans</u> | 59 |
| 10.36 | General Notes Sheets | 59 |
| 10.37 | Plan and Elevation Sheets | 59 |
| 10.38 | Construction Staging | 59 |
| 10.39 | Superstructure Section Sheets | 59 |
| 10.40 | Substructure Section Sheets | 60 |
| 10.41 | Movable Span - General Notes Sheets | 60 |
| 10.42 | Movable Span - Plan and Elevation Sheets | 60 |
| 10.43 | Movable Span - Clearance Diagram | 60 |
| 10.44 | Movable Span - Bascule Pier Layouts | 60 |
| 10.45 | Movable Span - Bascule Leaf Section | 60 |
| 10.46 | Movable Span - Bascule Leaf Framing Plan | 60 |
| 10.47 | Movable Span - Machinery Layouts | 60 |
| 10.48 | Movable Span - Control Logic Diagram | 60 |
| 11 | STRUCTURES - TEMPORARY BRIDGE | 60 |
| | <u>General Layout Design and Plans</u> | 60 |
| 11.1 | Overall Bridge Final Geometry | 60 |
| 11.2 | General Plan and Elevation | 60 |
| 11.3 | Miscellaneous Details | 60 |
| | <u>End Bent Design and Plans</u> | 60 |
| 11.4 | End Bent Structural Design | 60 |
| 11.5 | End Bent Details | 60 |
| | <u>Intermediate End Bent Design and Plans</u> | 60 |
| 11.6 | Intermediate Bent Structural Design | 60 |
| 11.7 | Intermediate Bent Details | 60 |
| | <u>Miscellaneous Substructure Design and Plans</u> | 61 |
| 11.8 | Foundation Layout | 61 |
| 12 | STRUCTURES - SHORT SPAN CONCRETE BRIDGE | 61 |
| | <u>General Layout Design and Plans</u> | 61 |
| 12.1 | Overall Bridge Final Geometry | 61 |
| 12.2 | Expansion/Contraction Analysis | 61 |
| 12.3 | General Plan and Elevation | 61 |
| 12.4 | Construction Staging | 61 |
| 12.5 | Approach Slab Plan and Details | 61 |
| 12.6 | Miscellaneous Details | 61 |
| | <u>End Bent Design and Plans</u> | 61 |
| 12.7 | End Bent Geometry | 61 |
| 12.8 | End Bent Structural Design | 61 |

| | | | |
|-----------|-------|--|-----------|
| | 12.9 | End Bent Plan and Elevation | 61 |
| | 12.10 | End Bent Details | 61 |
| | | <u>Intermediate End Bent Design and Plans</u> | 61 |
| | 12.11 | Bent Geometry | 61 |
| | 12.12 | Bent Stability Analysis | 61 |
| | 12.13 | Bent Structural Design | 61 |
| | 12.14 | Bent Plan and Elevation | 61 |
| | 12.15 | Bent Details | 61 |
| | | <u>Miscellaneous Substructure Design and Plans</u> | 62 |
| | 12.16 | Foundation Layout | 62 |
| | | <u>Superstructure Design and Plans</u> | 62 |
| | 12.17 | Finish Grade Elevation Calculation | 62 |
| | 12.18 | Finish Grade Elevations | 62 |
| | | <u>Cast-In-Place Slab Bridges</u> and tasks 12.19 – 12.21 are not applicable for this project. | 62 |
| | | <u>Prestressed Slab Unit Bridges</u> | 62 |
| | 12.22 | Prestressed Slab Unit Design | 62 |
| | 12.23 | Prestressed Slab Unit Layout | 62 |
| | 12.24 | Prestressed Slab Unit Details and Schedule | 62 |
| | 12.25 | Deck Topping Reinforcing Layout | 62 |
| | 12.26 | Superstructure Sections and Details | 62 |
| | | <u>Reinforcing Bar Lists</u> | 62 |
| | 12.27 | Reinforcing Bar List | 62 |
| | | <u>Load Rating</u> | 62 |
| | 12.28 | Load Ratings | 62 |
| 13 | | STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE and tasks 13.1 – 13. 53 are not applicable for this project. | 63 |
| 14 | | STRUCTURES - STRUCTURAL STEEL BRIDGE and tasks 14.1 – 14. 61 are not applicable for this project. | 63 |
| 15 | | STRUCTURES - SEGMENTAL CONCRETE BRIDGE and tasks 15.1 - 15.78 are not applicable for this project. | 63 |
| 16 | | STRUCTURES - MOVABLE SPAN | 63 |
| | | <u>Final Design Bascule Pier</u> | 63 |
| | 16.1 | Pier Deck | 63 |
| | 16.2 | Leaf/Pier Clearance Diagrams | 63 |
| | 16.3 | Load Show Columns | 63 |
| | 16.4 | Trunnion Columns | 63 |
| | 16.5 | Foundations | 63 |
| | 16.6 | Footing | 63 |
| | 16.7 | Seal | 63 |
| | 16.8 | Back Wall | 63 |
| | 16.9 | Bascule Pier Deck Elevations | 63 |
| | | <u>Bascule Pier Dimensions - Detailing</u> | 63 |

| | | |
|---|--|----|
| 16.10 | Pier Plan Views | 63 |
| 16.11 | Pier Elevations Views | 63 |
| 16.12 | Pier Sections | 64 |
| <u>Bascule Pier Reinforcing Details</u> | | 64 |
| 16.13 | Pier Reinforcing | 64 |
| <u>Bascule Pier Miscellaneous Details</u> | | 64 |
| 16.14 | Pier Barrier Details | 64 |
| 16.15 | Stair Details | 64 |
| 16.16 | Handrail Details | 64 |
| 16.17 | Ladder and Hatch Details | 64 |
| 16.18 | Pier Equipment | 64 |
| 16.19 | Bascule Pier Notes and Summary of Quantities | 64 |
| 16.20 | Miscellaneous Details | 64 |
| <u>Bascule Leaf Design</u> | | 64 |
| 16.21 | Deck Design | 64 |
| 16.22 | Sidewalk Design | 64 |
| 16.23 | Stringer Design | 64 |
| 16.24 | Typical Floorbeam Design | 64 |
| 16.25 | End Floorbeam Design | 64 |
| 16.26 | Deep Floorbeam Design | 64 |
| 16.27 | Sidewalk Bracket Design | 64 |
| 16.28 | Roadway Bracket Design (Not applicable for this project) | 64 |
| 16.29 | Main Girder Influence Lines | 64 |
| 16.30 | Main Girder Design | 64 |
| 16.31 | Trunnion Girder Design | 64 |
| 16.32 | Main Girder Camber Data | 65 |
| 16.33 | Leaf Lateral Bracing Design | 65 |
| 16.34 | Counterweight Design | 65 |
| 16.35 | Live Load Shoe Design | 65 |
| 16.36 | Barrier Design | 65 |
| 16.37 | Deck Elevations | 65 |
| 16.38 | Balance Calculations | 65 |
| <u>Bascule Leaf Detailing</u> | | 65 |
| 16.39 | Bascule GP&E | 65 |
| 16.40 | Bascule Leaf Notes | 65 |
| 16.41 | Framing Plan | 65 |
| 16.42 | Flooring Plan and Details | 65 |
| 16.43 | Typical Section and Finish Grade Elevations | 65 |
| 16.44 | Girder Elevation | 65 |
| 16.45 | Girder Details | 65 |
| 16.46 | Camber Layout | 65 |
| 16.47 | Floor Beams | 65 |
| 16.48 | Counterweight Girder/Box | 65 |

| | | |
|-------|---|----|
| 16.49 | Trunnion Girder | 65 |
| 16.50 | Cylinder Girder | 65 |
| 16.51 | Lateral Bracing Details | 65 |
| 16.52 | Counterweight Bracing Details | 65 |
| 16.53 | Joint Details | 65 |
| 16.54 | Traffic Barrier Details | 66 |
| 16.55 | Pedestrian Rail and Support Details | 66 |
| 16.56 | Curb and Sidewalk Details | 66 |
| 16.57 | Barrier and Sidewalk Bracket Details | 66 |
| 16.58 | Counterweight Details | 66 |
| 16.59 | Stress Table or Influence Lines | 66 |
| | <u>Mechanical Design</u> | 66 |
| 16.60 | Final Power Requirements | 66 |
| 16.61 | Trunnion Assembly | 66 |
| 16.62 | Span Locks | 66 |
| 16.63 | Sump Pumps | 66 |
| | <u>Mechanical Drive Design</u> and tasks 16.64 – 16.67 are not applicable for this project as it is assumed that the drive system will be hydraulic cylinders. | 66 |
| | <u>Hydraulic Drive Design</u> | 66 |
| 16.68 | Hydraulic Drive | 66 |
| | <u>Machinery Detailing</u> | 66 |
| 16.69 | Machinery Layout | 66 |
| 16.70 | Machinery Elevation | 66 |
| 16.71 | Machinery Section | 66 |
| 16.72 | Trunnion Assembly | 66 |
| 16.73 | Drive Details | 66 |
| 16.74 | Span Locks | 66 |
| | <u>Electrical Design</u> | 67 |
| 16.75 | Load Analysis | 67 |
| 16.76 | Power Distribution | 67 |
| 16.77 | Drive Equipment | 67 |
| 16.78 | Bridge Controls | 67 |
| 16.79 | Grounding | 67 |
| 16.80 | Lightning and Surge Suppression | 67 |
| 16.81 | Pier Lighting | 67 |
| | <u>Electrical Detailing</u> | 67 |
| 16.82 | Electrical Plan and Elevation | 67 |
| 16.83 | Electrical Symbols and Abbreviations | 67 |
| 16.84 | Single/Three Line Diagram | 67 |
| 16.85 | Panel Board and Light Fixture Schedules | 67 |
| 16.86 | Wire and Conduit Schedules and Diagrams | 67 |
| 16.87 | Control Desk/Panel Layout | 67 |
| 16.88 | Control Schematics | 67 |

| | | |
|-----------|---|-----------|
| 16.89 | PLC Logic | 67 |
| 16.90 | Communication System | 67 |
| 16.91 | Navigation Lighting Details | 67 |
| 16.92 | Pedestrian Gate, Traffic Gate, and Barrier Details | 67 |
| 16.93 | Submarine Cable | 67 |
| 16.94 | Miscellaneous Details | 67 |
| | <u>Control House</u> | 68 |
| 16.95 | Architectural Design | 68 |
| 16.96 | Architectural Details | 68 |
| 16.97 | Structural Design | 68 |
| 16.98 | Structural Details | 68 |
| 16.99 | HVAC/Plumbing Design | 68 |
| 16.100 | HVAC/Plumbing/Electrical Cables | 68 |
| | <u>Reinforcing Bar Lists</u> | 68 |
| 16.101 | Reinforcing Bar List | 68 |
| | <u>Miscellaneous Tasks</u> | 68 |
| 16.102 | Load Ratings | 68 |
| 17 | STRUCTURES - RETAINING WALL | 68 |
| | <u>General Requirements</u> and tasks 17.1 – 17.2 are not applicable for this project. | 68 |
| | <u>Permanent Proprietary Walls</u> and tasks 17.3 – 17.6 are not applicable for this project. | 68 |
| | <u>Temporary Proprietary Walls</u> and tasks 17.7 – 17.10 are not applicable for this project. | 68 |
| 17.7 | Vertical Wall Geometry (Not applicable for this project) | 68 |
| 17.8 | Semi-Standard Drawings (Not applicable for this project) | 68 |
| 17.9 | Wall Plan and Elevations (Control Drawings) (Not applicable for this project) | 68 |
| 17.10 | Details (Not applicable for this project) | 68 |
| | <u>Cast-In-Place Retaining Walls</u> and tasks 17.11 – 17.16 are not applicable for this project. | 68 |
| | <u>Other Retaining Walls</u> | 69 |
| 17.17 | Design | 69 |
| 17.18 | Vertical Wall Geometry | 69 |
| 17.19 | General Notes, Tables and Miscellaneous Details | 69 |
| 17.20 | Wall Plan and Elevations | 69 |
| 17.21 | Details | 69 |
| 18 | STRUCTURES - MISCELLANEOUS | 69 |
| | <u>Concrete Box Culverts</u> and tasks 18.1 – 18.2 are not applicable for this project. | 69 |
| | <u>Strain Poles</u> and tasks 18.3 – 18.4 are not applicable for this project. | 69 |
| | <u>Mast Arms</u> | 69 |
| 18.5 | Mast Arms | 69 |

| | | |
|-----------|--|-----------|
| | <u>Overhead/Cantilever Sign Structure</u> and tasks 18.5 – 18.10 are not applicable for this project. _____ | 69 |
| | 18.6 Cantilever Sign Structures (Not applicable for this project) _____ | 69 |
| | 18.7 Overhead Span Sign Structures (Not applicable for this project) _____ | 69 |
| | 18.8 Special (Long Span) Overhead Sign Structures (Not applicable for this project) _____ | 69 |
| | 18.9 Monotube Overhead Sign Structure (Not applicable for this project) _____ | 69 |
| | 18.10 Bridge Mounted Signs (Attached to Superstructure) (Not applicable for this project) _____ | 69 |
| | <u>High Mast Light Foundations</u> and task 18.11 is not applicable for this project. _____ | 70 |
| | <u>Sound Barrier Walls (Ground Mount)</u> and tasks 18.12 – 18.18 are not applicable for this project. _____ | 70 |
| | <u>Sound Barrier Walls (Ground Mount)</u> and tasks 18.12 – 18.18 are not applicable for this project. _____ | 70 |
| 19 | SIGNING AND PAVEMENT MARKING ANALYSIS _____ | 70 |
| | 19.1 Traffic Data Analysis _____ | 70 |
| | 19.2 No Passing Zone Study (Not applicable for this project) _____ | 70 |
| | 19.3 Reference and Master Design File _____ | 70 |
| | 19.4 Multi-Post Sign Support Calculations (Not applicable for this project) _____ | 70 |
| | 19.5 Sign Panel Design Analysis (Not applicable for this project) _____ | 70 |
| | 19.6 Sign Lighting/Electrical Calculations (Not applicable for this project) _____ | 70 |
| | 19.7 Quantities _____ | 70 |
| | 19.8 Computation Book _____ | 70 |
| | 19.9 Cost Estimates _____ | 70 |
| | 19.10 Technical Special Provisions _____ | 70 |
| | 19.11 Other Signing and Pavement Marking Analysis _____ | 70 |
| | 19.12 Field Reviews _____ | 70 |
| | 19.13 Technical Meetings _____ | 71 |
| | 19.14 Quality Assurance/Quality Control _____ | 71 |
| | 19.15 Independent Peer Review (Not applicable for this project) _____ | 71 |
| | 19.16 Supervision _____ | 71 |
| | 19.17 Coordination _____ | 71 |
| 20 | SIGNING AND PAVEMENT MARKING PLANS _____ | 71 |
| | 20.1 Key Sheet _____ | 71 |
| | 20.2 Summary of Pay Items Including Trns*port Input _____ | 71 |
| | 20.3 Tabulation of Quantities _____ | 71 |
| | 20.4 General Notes/Pay Item Notes _____ | 71 |
| | 20.5 Project Layout _____ | 71 |
| | 20.6 Plan Sheet _____ | 71 |
| | 20.7 Typical Details _____ | 71 |
| | 20.8 Guide Sign Work Sheet(s) _____ | 71 |
| | 20.9 Traffic Monitoring Site (Not applicable for this project) _____ | 71 |
| | 20.10 Cross Sections (Not applicable for this project) _____ | 71 |

| | | |
|-----------|---|-----------|
| 20.11 | Special Service Point Details (Not applicable for this project) | 71 |
| 20.12 | Special Details (Not applicable for this project) | 71 |
| 20.13 | Interim Standards | 71 |
| 20.14 | Quality Assurance/Quality Control | 71 |
| 20.15 | Supervision | 71 |
| 21 | SIGNALIZATION ANALYSIS and tasks 21.1 – 21.18 are not applicable for this project. | 72 |
| 22 | SIGNALIZATION PLANS and tasks 22.1 – 22.18 are not applicable for this project. | 72 |
| 23 | LIGHTING ANALYSIS | 72 |
| 23.2 | Lighting Design Analysis Report | 72 |
| 23.3 | Aeronautical Evaluation (Not applicable for this project) | 72 |
| 23.4 | Voltage Drop Calculations | 72 |
| 23.5 | FDEP Coordination and Report | 73 |
| 23.6 | Reference and Master Design Files | 73 |
| 23.7 | Temporary Lighting | 73 |
| 23.8 | Design Documentation | 73 |
| 23.9 | Quantities | 73 |
| 23.10 | Cost Estimate | 73 |
| 23.11 | Technical Special Provisions | 73 |
| 23.12 | Other Lighting Analysis (Not applicable for this project) | 73 |
| 23.13 | Field Reviews | 73 |
| 23.14 | Technical Meetings | 74 |
| 23.15 | Quality Assurance/Quality Control | 74 |
| 23.16 | Independent Peer Review (Not applicable for this project) | 74 |
| 23.17 | Supervision | 74 |
| 23.18 | Coordination | 74 |
| 24 | LIGHTING PLANS | 74 |
| 24.1 | Key Sheet | 74 |
| 24.2 | Summary of Pay Item Sheet Including Trns*port Input | 74 |
| 24.3 | Tabulation of Quantities | 74 |
| 24.4 | General Notes/Pay Item Notes | 74 |
| 24.5 | Pole Data and Legend & Criteria | 74 |
| 24.6 | Service Point Details | 74 |
| 24.7 | Project Layout | 74 |
| 24.8 | Plan Sheet | 74 |
| 24.9 | Special Details | 74 |
| 24.10 | Temporary Lighting Data and Details | 74 |
| 24.11 | Traffic Control Plan Sheets (Not applicable for this project) | 74 |
| 24.12 | Interim Standards | 74 |
| 24.13 | Quality Assurance/Quality Control | 74 |
| 24.14 | Supervision | 75 |

| | | |
|-----------|--|-----------|
| 25 | LANDSCAPE ARCHITECTURE ANALYSIS and tasks 25.1 – 25.14 are not applicable for this project. | 75 |
| 26 | LANDSCAPE ARCHITECTURE PLANS and tasks 26.1 – 26.15 are not applicable for this project. | 75 |
| 27 | SURVEY | 75 |
| 27.1 | Horizontal Project Network Control (HPNC) | 75 |
| 27.2 | Vertical Project Network Control (VPNC) | 75 |
| 27.3 | Alignment and/or Existing Right of Way Lines | 76 |
| 27.4 | Aerial Targets | 76 |
| 27.5 | Reference Points | 76 |
| 27.6 | Topography (2D) | 76 |
| 27.7 | Digital Terrain Model (DTM) | 76 |
| 27.8 | Roadway Cross Sections/Profiles | 76 |
| 27.9 | Side Street Surveys | 76 |
| 27.10 | Underground Utilities | 76 |
| 27.11 | Outfall Survey | 77 |
| 27.12 | Drainage Survey | 77 |
| 27.13 | Bridge Survey | 77 |
| 27.14 | Channel Survey | 77 |
| 27.15 | Pond Site Survey (Not applicable for this project) | 77 |
| 27.16 | Mitigation Survey (Not applicable for this project) | 77 |
| 27.17 | Jurisdiction Line Survey | 77 |
| 27.18 | Geotechnical Support | 77 |
| 27.19 | Sectional/Grant Survey (Not applicable for this project) | 77 |
| 27.20 | Subdivision Location (Not applicable for this project) | 78 |
| 27.21 | Maintained R/W (Not applicable for this project) | 78 |
| 27.22 | Boundary Survey (Not applicable for this project) | 78 |
| 27.23 | Water Boundary Survey (Not applicable for this project) | 78 |
| 27.24 | Right of Way Staking | 78 |
| 27.25 | Right of Way Monumentation | 78 |
| 27.26 | Line Cutting | 78 |
| 27.27 | Work Zone Safety | 78 |
| 27.28 | Miscellaneous Surveys | 78 |
| 27.29 | Supplemental Surveys | 78 |
| 27.30 | Document Research | 78 |
| 27.31 | Field Review | 78 |
| 27.32 | Technical Meetings | 79 |
| 27.33 | Quality Control/Quality Assurance | 79 |
| 27.34 | Supervision | 79 |
| 27.35 | Coordination | 79 |

| | | |
|-----------|---|-----------|
| 28 | PHOTOGRAMMETRY and tasks 28.1 through 28.25 are not applicable to this project. | 79 |
| 29 | MAPPING and tasks 29.1 – 29.35 are not applicable for this project. | 79 |
| 30 | GEOTECHNICAL | 79 |
| 30.1 | Document Collection and Review | 80 |
| | <u>Roadway</u> | 80 |
| 30.2 | Detailed Boring Location Plan (Not applicable for this project) | 80 |
| 30.3 | Stake Borings/Utility Clearance | 80 |
| 30.4 | MOT Plans for Field Investigation | 80 |
| 30.5 | Drilling Access Permits | 81 |
| 30.6 | Property Clearances | 81 |
| 30.7 | Groundwater Monitoring (Not applicable for this project) | 81 |
| 30.8 | LBR Sampling | 81 |
| 30.9 | Coordination of Field Work | 81 |
| 30.10 | Soil and Rock Classification - Roadway | 81 |
| 30.11 | Design LBR | 81 |
| 30.12 | Laboratory Data | 81 |
| 30.13 | Seasonal High Water Table | 81 |
| 30.14 | Parameters for Water Retention Areas (Not applicable for this project) | 81 |
| 30.15 | Limits of Unsuitable Material | 81 |
| 30.16 | ASCII Files for Cross-Sections | 82 |
| 30.17 | Embankment Settlement and Stability (Not applicable for this project) | 82 |
| 30.18 | Stormwater Volume Recovery and/or Background Seepage Analysis (Not applicable for this project) | 82 |
| 30.19 | Geotechnical Recommendations | 82 |
| 30.20 | Preliminary Roadway Report and Pavement Evaluation Report | 82 |
| 30.21 | Final Report | 82 |
| 30.22 | Auger Boring Drafting | 83 |
| 30.23 | SPT Boring Drafting | 83 |
| | <u>Structures</u> | 83 |
| 30.24 | Detailed Boring Location Plan | 83 |
| 30.25 | Stake Borings/Utility Clearance | 84 |
| 30.26 | MOT Plans for Field Investigation | 84 |
| 30.27 | Drilling Access Permits | 84 |
| 30.28 | Property Clearances | 84 |
| 30.29 | Collection of Corrosion Samples | 84 |
| 30.30 | Coordination of Field Work | 84 |
| 30.31 | Soil and Rock Classification - Structures | 84 |
| 30.32 | Tabulation of Laboratory Data | 84 |
| 30.33 | Design Groundwater Level for Structures | 84 |
| 30.34 | Selection of Foundation Alternatives (BDR) | 84 |
| 30.35 | Detailed Analysis of Selected Foundation Alternate(s) | 85 |
| 30.36 | Bridge Construction and Testing Recommendations | 85 |

| | | |
|-----------|---|-----------|
| 30.37 | Lateral Load Analysis (Optional) | 85 |
| 30.38 | Walls | 85 |
| 30.39 | Sheet Pile Wall Analysis (Optional) | 86 |
| 30.40 | Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations (Not applicable for this project) | 86 |
| 30.41 | Box Culvert Analysis (Not applicable for this project) | 86 |
| 30.42 | Preliminary Report - BDR | 86 |
| 30.43 | Final Report - Bridge and Associated Walls | 86 |
| 30.44 | Final Reports - Signs, Signals, Box Culvert, Walls, and High Mast Lights | 87 |
| 30.45 | Drafting | 88 |
| 30.46 | Other Geotechnical | 88 |
| 30.47 | Technical Special Provisions | 88 |
| 30.48 | Field Reviews | 88 |
| 30.49 | Technical Meetings | 88 |
| 30.50 | Quality Assurance/Quality Control | 88 |
| 30.51 | Supervision | 88 |
| 30.52 | Coordination | 88 |
| 30.53 | Optional Preliminary Contamination Assessment | 89 |
| 31 | ARCHITECTURE DEVELOPMENT and tasks 31.1 – 31.55 are not applicable for this project. | 89 |
| 32 | NOISE IMPACT DESIGN ASSESSMENT (Not applicable for this project) | 89 |
| 33 | PROJECT REQUIREMENTS (Not applicable for this project) | 89 |
| 34 | INVOICING LIMITS | 89 |
| 35 | OPTIONAL SERVICES | 90 |
| | Post Design Services | 90 |
| | Construction Assistance | 90 |
| | Expert Witness Testimony | 90 |
| | Review of Shop Drawings | 90 |
| | Construction Engineering Inspection | 91 |

**SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
HIGHWAY AND BRIDGE/STRUCTURAL DESIGN**

This Exhibit forms an integral part of the agreement between the Board of County Commissioners of Lee County (hereinafter referred to as the COUNTY) and E.C. Driver and Associates, Inc., (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

| | |
|--------------------------|------------------------|
| Financial Project ID: | <i>CN-05-12</i> |
| Work Program Item No.: | <i>NA</i> |
| Federal Aid Project No.: | <i>NA</i> |
| Description: | CR78, Pine Island Road |
| Bridge No.: | <i>120050</i> |

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 and Bridge improvements to the transportation facility described herein.

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

The Scope of Services establishes which items of work described in the Florida Department of Transportation (FDOT) 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. Where the COUNTY does not have applicable published manuals or guidelines, work is to be performed in accordance with the applicable Florida Department of Transportation manuals and guidelines. Where a conflict exists, the COUNTY documents will govern.

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

The Scope of Services for this project includes Preliminary and Final Design Services for a new Bridge with a movable span to replace the existing Single-Leaf Bascule Bridge (Bridge No. 120050). Design services will include a replacement bridge with a movable span, approach roadway, surveying, drainage, geotechnical studies and architectural work related to the bridge control house. In addition to design, the services will include preparation of an alignment study, public involvement, and preparation of permit applications.

The limits of the alignment study include the existing bridge (704 feet long) and approximately 700 feet beyond the ends of the existing bridge, along the existing roadway alignment. The limits of the construction project are to be established during design and will be as required to transition from the new bridge section to the existing roadway.

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

2.1 Roadway (Activities 3.0, 4.0, and 5.0)

Public Involvement: Describe CAP level, number of public meetings.

Joint Project Agreements: None expected.

Value Engineering: Describe level of effort.

Plan Type: Plan/profile 50 scale

Typical Section:

Undivided Bridge

Undivided Roadway

Temporary Bridge

Traffic Control (3)

Pavement Design: Assume 3 pavement designs

Access Management Classification: Not applicable.

Major Intersections/Interchanges: List all intersections/interchanges that will require additional plan sheets.

Level of TCP Plans: Level 2.

Temporary Signals: Not applicable.

Temporary Lighting: Not applicable.

Temporary Drainage: Not applicable.

Limits: CR 78 from 700 feet in advance of the beginning of Bridge No. 120050 to 700 feet beyond the end of Bridge No. 120050.

Variations/Exceptions: No variations or exceptions are anticipated.

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

2.2 Drainage (Activity 6.0)

Expected drainage systems will be closed drainage with the use of alternative underground treatment facilities to provide storage and attenuation in a pre vs. post scenario, identifying the project constraints that meeting release rates for this project are not feasible.

No pond sites are to be studied.

2.3 Utilities (Activity 7.0)

List utilities anticipated on the project.

2.4 Environmental Permits (Activity 8)

List expected permits, i.e., USCG, COE, WMD, etc.

The COUNTY will direct use of mitigation site or Florida Statutes.

2.5 Structures (Activities 9.0 – 18.0)

Bridge(s): For each bridge describe the typical section, location, length, and other pertinent information to define the scope of the proposed bridge work. *List bridge number(s).*

Type of Bridge Structure Work:

BDR

- Temporary Bridge
- Short Span Concrete
- Movable Span

Walls: No permanent retaining walls are anticipated.

Temporary Critical Walls:

Temporary Critical Walls for construction phasing

Miscellaneous:

Mast arms for movable bridge signals

2.6 Signing and Pavement Markings (Activity 19.0 & 20.0)

No sign structures are anticipated.

2.8 Lighting (Activity 23.0 & 24.0)

Roadway lighting for the length of the construction project

Lighting Justification Report

2.10 Survey (Activity 27.0)

Design Survey: Provide limits and description.

Subsurface Utility: Provide locations and description.

Right of Way Survey: Provide limits and description.

2.11 Photogrammetry (Activity 28.0) (Not included in this project)

2.13 Geotechnical (Activity 30.0)

The Consultant shall perform the geotechnical activities necessary for this project. The Consultant shall provide the County with electronic copies of all reports and laboratory test results. General descriptions of geotechnical activities are described in Sections 30.1 through 30.52. Specific geotechnical activities to be performed for this contract consist of the following:

Geotechnical Roadway Soil Survey

14 Borings at 5 feet each,
4 Limerock Bearing Ratio tests,
Laboratory testing appropriate for the project.

Embankment (High Fill) – Not Applicable

Stormwater Planning

8 Borings at 15 feet each,
4 Permeability/Infiltration tests to support French drain design,
Laboratory testing appropriate for the project.

Miscellaneous Structures

No geotechnical evaluation anticipated for culverts, signs, signals, lights or walls.

Bridge Structure

6 SPT bridge borings to depths of 100 to 140 feet below existing grades/water surface,
Laboratory testing appropriate for the project.

Lee County Drilling Permits

5 drilling permits (1 permit per 6 borings as per Lee County requirements)

Evaluation of Existing Bascule Pier

At accessible locations, perform 6 cores of bascule pier concrete,
Perform petrographic analysis and chloride intrusion testing,
Perform compressive strength testing of the concrete cores,
Compute existing foundation capacities based on foundation depths and scour depths
provided by others.

2.14 Architecture

Develop design for control house. Develop preliminary and final plans for control house,
including HVAC, electrical, lighting and plumbing.

2.15 Project Schedule

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT
beginning work, the CONSULTANT shall provide a detailed project activity/event schedule
for COUNTY and CONSULTANT activities required to meet the current COUNTY
Production Date. The schedule shall indicate all required submittals.

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

| Work Activity/Submittal Review (to be determined by COUNTY) | Time (weeks) (to be determined by COUNTY) |
|---|--|
| Roadway Plans Review | 4 |
| Right of Way Maps Review (Phase I, Phase II) | 8 |
| (Phase IV) | 4 |

| Work Activity/Submittal Review (to be determined by COUNTY) | Time (weeks) (to be determined by COUNTY) |
|---|---|
| Structures Plans Review | 6 |
| Bridge Hydraulics Report Review | 4 |
| Bridge Development Report Review | 4 |
| Alternative Drainage Design Concept Report Review | 4 |
| Pond Siting Report | 4 |
| Environmental Permitting Packages Review | 4 |
| Environmental Mitigation Plan Review | 4 |
| Jurisdictional Determination Report Review | 4 |
| Traffic Studies and Analysis Report Review | 4 |
| Prepare/Execute Utility Agreements Activity | 16 |

Periodically, throughout the life of the project, the schedule and curves shall be reviewed and, with the approval of the 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.

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

2.16 Submittals

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

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

Engineering Documents

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

| Document | No. of Copies Required |
|----------------------------------|-------------------------------|
| Roadway Design | |
| Typical Section Package | 2 |
| Pavement Type Selection Report | 2 |
| Pavement Design Report | 2 |
| Design Documentation | 2 |
| Computation Book | 2 |
| CES Input | NA |
| Technical Special Provisions | 2 |
| Access Management Reports | 3 |
| Lane Closure Analysis Worksheets | 3 |
| Bridge Submittals | |
| Phase II Plans | 6 |
| Phase III Plans | 6 |
| Phase IV Plans | 6 |
| Roadway Submittals | |
| Phase II Plans | 6 |
| Phase III Plans | 6 |
| Phase IV Plans | 6 |

Engineering Documents

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

| Document | No. of Copies Required |
|--|-------------------------------|
| Drainage | |
| Preliminary Pond Siting Report | NA |
| Final Pond Siting Report | NA |
| Preliminary Bridge Hydraulics Report | 2 |
| Final Bridge Hydraulics Report | 2 |
| Drainage Design Documentation Report | 2 |
| Traffic Operations | |
| Traffic Report | 2 |
| Bridge/Structural | |
| Bridge Development Report / Preliminary Plans | 2/6 |
| Environmental Items | |
| Environmental Resource Permit Application Package | 2 |
| Mitigation Plan | 2 |
| Jurisdictional Determination Report | 2 |
| Coast Guard Navigation Permit Application Package (if applicable) | 2 |
| National Pollutant Discharge Elimination System (NPDES) Permit Application Package | 2 |

Engineering Documents

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

| Document | No. of Copies Required |
|--|------------------------|
| Design/Right-of-Way Surveys | |
| Map and Plat Copies | NA |
| Certified Right-of-Way Control Survey Drawings | NA |
| Aerial Photograph Original Negatives | NA |
| Rectified Aerial Raster Image (HMR Format) | NA |
| 24"x36" Aerial Mylars (R/W Format) | NA |
| | |
| Geotechnical | |
| Roadway Report – Preliminary | 2 |
| Roadway Report – Final | 2 |
| Structures Report - Phase I | 2 |
| Structures Report - Phase II | 2 |
| Structures Report – BDR | 2 |
| | |
| Final Electronic Submittals | |
| Project CD(s)/DVD(s) | NA |
| Plans and Specifications CD(s)/DVD(s) | NA |
| | |
| Other | |
| Critical Path Method (CPM) Schedule & Updates | 1 (PDF) |

2.17 Provisions for Work

All maps, plans and designs are to be prepared with English values in accordance with all applicable current specifications, 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
- Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- 40 CFR, Part 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
- 40 CFR, Part 763, Subpart E – Asbestos-Containing Materials in Schools,

EPA

- 40 CFR, Part 763, Subpart G – Asbestos Worker Protection, EPA
- 29 CFR, Part 1910.1101 – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
- 29 CFR, Part 1926, 1101 – Asbestos Standard for Construction, OSHA
- Ch. 62257, F.A.C. – Asbestos Program, Florida Department of Environmental Protection (DEP)
- Ch. 469, F.S. – Asbestos Abatement, Florida Department of Business and Professional Regulation (DBPR)
- Model Guide Specifications – Asbestos Abatement and Management in Buildings, National Institute for Building Sciences (NIBS)

Permits

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

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/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
- Florida Department of Transportation Structures 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
- 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 National Electrical Code (latest issue)
 - NFPA 101 Life Safety Code (latest issue)
 - NFPA 10 Standard for Portable Fire Extinguisher (latest issue)
 - NFPA 11 Standard for Low-Expansion Foam System (latest issue)
 - NFPA 11A Standard for High- and Medium-Expansion Foam System (latest issue)
 - NFPA 12 Standard for Carbon Dioxide Extinguishing System (latest issue)
 - NFPA 13 Installation of Sprinkler System (latest issue)
 - NFPA 30 Flammable and Combustible Liquids Cod (latest issue)
 - NFPA 54 National Gas Fuel Cod (latest issue)
 - NFPA 58 LP-Gas Cod (latest issue)

Florida Fire Prevention Code as adopted by the State Fire Marshal

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 F.A.C. 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

2.18 Services to be Performed by the COUNTY

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

- Provide pre-numbered survey books in which to record field data.
- 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 project utility certification.
- 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 COMMON and PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities, 4.0 Roadway Analysis through 32.0 Noise Impact Design Assesment. These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. A Summary of Pay Items 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's specifications office to be included in the project's specifications package, typically as special provisions and not as Technical Special

Provisions.

The Technical Special Provisions shall be technical in nature and shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to the COUNTY for initial review at the time of the Phase III plans review submission. This timing will allow for adequate processing time prior to final submittal. 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.

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

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

Technical Meetings: Includes meetings with 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. The CONSULTANT shall submit a Quality Control Plan for approval within 20 (twenty) calendar days of the written Notice to Proceed. A marked up set of prints from a Quality Control Review indicating the reviewers for each

component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor that performed the Quality Control review will sign a statement certifying that the review was conducted.

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

Independent Peer Review: When directed by the COUNTY, a subconsultant shall perform Independent Peer Reviews.

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.

Project General Tasks

Project General Tasks, described in Sections 3.1 through 3.7 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the CONSULTANT when included in the project scope.

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.

Public Involvement tasks include the following:

Maintain Mailing List

The County will provide names and addresses for property owners for the area identified to be included in the mailing list. The Consultant will prepare and maintain a mailing list of elected and appointed officials, interested citizens, special interest groups, homeowner associations, local media etc. This list will be used for mailing of newsletters/meeting invitations to the public.

Newsletters

The Consultant will produce three newsletters. The newsletters will be prepared and mailed to property owners and interested parties as indicated below:

Prior to the first public workshop (will serve as an invitation)

Prior to the second public workshop (will serve as an invitation)

At approximately 60% (Phase II) design

The Consultant will pay for the cost of printing and mailing newsletters.

Public Meetings

The CONSULTANT shall prepare displays or wall graphics for use during the Workshop. These shall include typical sections, aerial photographs, renderings, charts, and graphs, as needed.

At the discretion of the COUNTY, the CONSULTANT shall conduct or assist in the presentations to special interest groups.

All public meetings for this project shall be held at locations designated by the COUNTY. It is anticipated that the Alignment Workshops will be held at Pine Island Elementary School. The County will pay any fees associated with use of these facilities. The Consultant is responsible for identification and inspection of the meeting site prior to the meeting.

Meeting equipment setup and tear down shall be handled by the CONSULTANT

Alignment Workshops

Two Public Workshops will be held – and Alternatives Alignment Workshop and a Preferred Alignment Workshop. The purpose of the meetings will be to solicit public input. Both meetings will be “open-format” meetings. Informational graphics and information will be on display. The consultant will provide sufficient knowledgeable staff to address questions from the public. The consultant will prepare “comment forms” to allow the public to submit comments and questions in writing. A one-page handout will be prepared and available at the meeting. No formal presentation will be made. Both meetings are anticipated to be held at Pine Island Elementary School.

Two viable alternatives, approved by the County will be presented at the Alternatives Alignment workshop. A preferred alignment, selected by the County staff, will be presented to the public at the Preferred Alignment Workshop. This meeting will be held prior to official approval by the Board of County Commissioners to identify any issues that may require additional refinement.

The Consultant will attend two “Rehearsals” prior to the Alignment Workshops. Small scale renderings of display graphics and draft versions of other materials to be presented will be provided and discussed at the first rehearsal. Full scale displays and final versions of all

other materials to be distributed will be provided for the County's review at the second rehearsal.

A briefing of CONSULTANT and COUNTY personnel (who will be on hand during the meeting) shall be performed by the CONSULTANT approximately one week prior to the Workshops to ensure the staff is up to date on the project and understands the Project well enough to discuss it with the public and to answer questions. (This meeting could be combined with the second rehearsal.)

News releases shall be prepared by the CONSULTANT for distribution to the media during the week of the Workshops. News releases will be mailed to Special Interest Groups as well as to the media.

Small Group Meetings

One meeting will be held with the existing Stakeholders group at the beginning of the study. Five other small group meetings are anticipated.

The CONSULTANT shall pay for all postage, fees, mailings, reproductions, etc. (The cost of newspaper ads, if required will be paid by the County).

Meetings with Local Government

The County will conduct coordination meetings with the BOCC and request approval for the preferred alignment.

Collect and Respond to Public Input

The consultant will maintain a file of public comments received throughout the life of the project. The consultant will prepare responses to public comments for the County's review and distribution.

Documentation

The Consultant will assemble all public correspondence – including small versions of graphics displayed at meetings and public comments and responses in a Comments and Coordination "Report".

Public Involvement During the Design Phase

The project website will be the primary tool for public involvement during the Design Phase of the project. As stated above, one newsletter will be prepared during this phase to provide the public with contact information.

As needed, meetings with individual property owners will be conducted to resolve specific issues including access, driveway modifications, etc. associated with the final design.

Project Web Site

The consultant will create and maintain a project specific website for the duration of the project (24 months). The website will be interactive and allow the public to submit questions or comments via the internet. The website will provide project information and information about upcoming public involvement activities.

3D Visual Modeling:

To aid in communicating the visual design concept that the CONSULTANT recommends as a result of the bridge alignment study, the CONSULTANT will develop a 3D computer model of the bridge and bridge ends for presentation. The areas to be addressed by the visualization are as follows.

- The new bridge design
- Bridge aesthetic lighting
- Control house architecture
- Possible improvements to the roadway approaches
- Aesthetics from the local neighborhood and pedestrian point of view

The visual products will take the following forms;

Interactive web page with photos showing the existing and proposed bridge designs. Approximately 20 photos taken from various positions around the bridge will be available for examination. Modeling will include:

1. Build a 3D Model of the Proposed Bridge

ACAD 3D model will be constructed that will include the new bridge deck, approach piers, bascule section, control towers and pedestrian improvements. All necessary details will be added, such as, retaining walls, pavement striping, overhead signage, street lighting, sidewalks, landscaping and railing. The final product will be created in 3D Studio Max.

2. Align 3D Model to field photographs

Approximately 20 photos will be taken from both adjacent property and roadway views. The proposed design will be aligned with the field photographs to create the future conditions for

each photo.

3. Render and Print Proposed Images

Proposed images will be rendered and/or printed for the purpose of verifying accuracy and for in-house review by the design team and COUNTY.

4. Web Page

A web page will be created to reflect the planned bridge replacement design features. The view of the bridge from approximately 20 vantage points will be posted for review by the public. Each photo will show existing and future conditions. The web page will be included in a project-specific website as described above.

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, including applicable Technical Special Provisions, for all items and areas of work.

The COUNTY will provide the necessary workbook and electronic files, in Microsoft Word 2003 format, for proper completion of the specifications package. The actual work effort will entail utilization of the supplied electronic files, including updates of new files that may be issued from time to time as mandatory specifications change, and assembling the package in accordance with the COUNTY's requirements. The COUNTY may also require inclusion of special provisions necessary to convey particular COUNTY needs.

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

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

Final submittal of the complete specifications package must occur at least 10 working days prior to the contract package to the COUNTY due date. This submittal shall be electronically signed, dated, and sealed in accordance with applicable Florida Statutes.

3.4 Contract Maintenance (Not applicable for this project)

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

3.6 Prime Project Manager Meetings

Includes only the Prime Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3.0 Project General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

3.7 Other Project General Tasks

Alignment Study

The CONSULTANT will prepare an alignment study and recommend a preferred alignment to the COUNTY. The CONSULTANT will develop viable alternative alignments to include:

A new bridge centered on the existing bridge alignment and constructed using a temporary bridge.

A new bridge aligned to the south of the existing bridge, constructed without use of a temporary bridge.

The alignment study will include development of 15 percent line and grade, bridge concepts, movable bridge concepts, construction phasing concepts, and cost estimates. The CONSULTANT will prepare and submit a surveyed centerline alignment for the selected alignment for adoption by the BCC. Draft and final alignment study reports will be prepared and submitted for COUNTY review.

Environmental Evaluation/Documentation

The Consultant will prepare a State Environmental Impact Statement (SEIR) for the preferred alignment.

The following environmental tasks will be performed as part of the environmental evaluations required to complete SEIR:

Phase I Contamination Assessment

The Consultant will conduct a "Phase I" Contamination Assessment of parcels abutting the existing R/W within the project limits. The Assessment will consist of a review of regulatory agency records and aerial photographs as well as a field review of each parcel. The results of the assessment will be presented in a Technical Memorandum and will identify any parcels that warrant further investigation.

Cultural Resource Assessment Survey

The Consultant will conduct a Cultural Resource Assessment Survey (CRAS). The limits of the survey extend 700 feet along the road on either side of the existing bridge. Field work will consist of archaeological shovel testing, a historic structure survey and preparation of a Phase 1 CRAS report that meets the guidelines of the FDOT PD&E Manual, FDOT Cultural Resource Management Handbook (Revised August 2003) and Chapter 1A-46 of the Florida Statutes.

Assumptions:

No retention pond locations will be included in the Phase 1 CRAS.
Results of the project will be presented in one Phase 1 CRAS report.
The following tasks will not be required:

- A Phase 2 Assessment
- Request for a NRHP Determination of Eligibility
- HABS/HAER Documentation
- Development and Coordination of Mitigation

Deliverables:

Five (5) draft CRAS reports; six final Phase 1 CRAS reports.
Final report in .PDF format on a compact disk.
FMSF forms for all recorded archaeological and historical resources.
Any recovered artifacts will be prepared to Bureau of Archaeological Research (BAR) standards and delivered to the COUNTY for curation.

Wetland Assessment

The Consultant will collect and review available data pertaining to wetlands in the project area and perform a field review to characterize aquatic habitats within 100 feet of the existing bridge. The results of the assessment will be presented in a Technical Memorandum.

Essential Fish Habitat (EFH) Assessment

The Consultant will conduct an Essential Fish Habitat Assessment and coordinate the assessment with the National Marine Fisheries Services. (This assessment is required to obtain a USCG permit).

Wildlife and Habitat Assessment

The Consultant will evaluate the potential for impact to listed plant and wildlife species based on investigation of existing databases and field reviews.

Florida Coastal Management Plan (FCMP) Consistency

The Consultant will coordinate with the Florida Department of Environmental Protection concerning FCMP consistency during the Environmental Resource Permit Process. A letter of consistency will be requested.

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 Package

The CONSULTANT shall provide a Typical Section Package for approval prior to the Phase I plans submittal date.

4.2 Pavement Design Package

The CONSULTANT shall provide a Pavement Design Package for approval prior to the Phase II plans submittal date.

4.3 Access Management

Not applicable to this project.

4.4 Horizontal/Vertical Master Design Files

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

4.5 Cross Section Design Files

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

4.6 Traffic Control Analysis

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

The CONSULTANT shall investigate the need for temporary traffic signals, temporary lighting, alternate detour roads, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the FDOT. 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

The CONSULTANT shall develop master Traffic Control Plan (TCP) files (for Level II and Level III only) showing each phase of the Traffic Control Plan.

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 Other Roadway Analysis (Not applicable to this project)

4.14 Field Reviews

4.15 Technical Meetings

4.16 Quality Assurance/Quality Control

4.17 Independent Peer Review (Not applicable to this project)

4.18 Supervision

4.19 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**
- 5.10 Summary of Drainage Structures**
- 5.11 Optional Pipe/Culvert Material** (Not applicable to this project)
- 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** (Not applicable to this project)
- 5.21 Miscellaneous Detail Sheets**
- 5.22 Drainage Structure Sheet**
- 5.23 Miscellaneous Drainage Detail Sheets**
- 5.24 Lateral Ditch Plan/Profile**

- 5.25 Lateral Ditch Cross Sections**
- 5.26 Retention/Detention Ponds Detail Sheet** (Not applicable to this project)
- 5.27 Retention Pond Cross Sections** (Not applicable to this project)
- 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**
- 5.33 Traffic Control Detail Sheets**
- 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** (Not applicable to this project)
- 5.39 Interim Standards**
- 5.40 Utility Verification Sheet (SUE Data)** (Not applicable to this project)
- 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.

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

Not applicable; project will tie into existing road profile within approx. 700' of the beginning and end bridge.

6.2 Pond Siting Analysis and Report (Not applicable to this project)

6.3 Design of Cross Drains

Not applicable. No cross drains are proposed for this project.

6.4 Design of Roadway Ditches

Design gutters, slot drains, or swales to convey roadway approach drainage into the existing drainage system. No additional treatment or attenuation is anticipated.

6.5 Design of Outfalls

Design four stormceptors, one at each of the bridge approach corners, to treat bridge runoff. Existing outfalls will be utilized for roadway approaches.

6.6 Design of Stormwater Management Facility (Offsite Pond) (Not applicable to this project)

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

Not applicable.

6.8 Design of Flood Plain Compensation Area

Not applicable to this project.

6.9 Design of Storm Drains

Not applicable to this project.

6.10 Optional Culvert Material

Not applicable to this project.

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 Bridge Hydraulics Report.

6.14 Bridge Hydraulic Report

Calculate hydrology, hydraulics, scour, and deck drainage. Prepare report and the information for the Bridge Hydraulics Recommendation Sheet.

6.15 Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases.

6.16 Cost Estimate (Not Applicable to this project)

6.17 Technical Special Provisions

Not applicable to this project.

6.18 Other Drainage Analysis (Not Applicable to this project)

6.19 Field Reviews

6.20 Technical Meetings

6.21 Quality Assurance/Quality Control

6.22 Independent Peer Review (Not applicable to this project)

6.23 Supervision

6.24 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 Utility Office (CUO) 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.

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 condition 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 (Not applicable for this project)

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. 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 COUNTY. Coordinate with the COUNTY for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s). Coordinate programming of funds.

7.11 Utility Coordination/Followup

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 and obtain written concurrence from the construction office.

7.13 Additional Utility Services (Not applicable for this project)

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

This includes hours for transmitting utility files to the CUO and preparation of the Utility Certification Letter. The CONSULTANT shall certify to the appropriate COUNTY representative the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, technical special provisions written, etc.) have been completed with

arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made and no utility work will be involved.

OR

Plans were sent to the Utility Companies/Agencies and no utility work is required.

7.17 Other Utilities (Not applicable for this project)

8 ENVIRONMENTAL PERMITS

The CONSULTANT shall notify the COUNTY Project Manager, Environmental Permit Coordinator 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 Coordinator 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 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.

It is anticipated that the limits of the wetlands will be defined by the top of bank of the seawalls at the bridge approaches. It is not anticipated that any seagrass beds occur in the vicinity of the bridge that would require delineation. However, if seagrass beds are located within the project area, the limits of these seagrass beds will be delineated using portable GPS units. This information will be transferred to aerial photographs and to the project plans.

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 arials 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 the 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.

The following permits are anticipated for this project:

South Florida Water Management District Environmental Resource Permit (Standard General or Individual).

U.S. Army Corps of Engineers Nationwide Permit (or combination of Nationwide Permits)

Florida Department of Environmental Protection (FDEP)/Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES) Permit.

U.S. Coast Guard (USCG) Bridge Permit

8.6 Prepare Dredge and Fill Sketches

The Consultant will prepare dredge and fill sketches to be submitted as part of the SFWMD & COE ERP application package.

8.7 Prepare USCG Permit Sketches

The Consultant will prepare sketches as required to be submitted to the USCG with the permit application.

8.8 Prepare Easement Sketches

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

8.10 Prepare Coastal Construction Control Line (CCCL) Permit Sketches

8.11 Prepare Tree Permit Information (Not applicable for this project)

8.12 Mitigation Coordination and Meetings

Mitigation, if required for wetland impacts related to this project, will be provided using credits from the Little Pine Island Mitigation Bank. The CONSULTANT will attend coordination meetings and provide project information to the COUNTY.

8.13 Mitigation Design (Not applicable for this project)

8.14 Environmental Clearances (Not applicable for this project)

8.15 Other Environmental Permits (Not applicable for this project)

8.16 Technical Meetings

8.17 Quality Assurance/Quality Control

8.18 Supervision

8.19 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 2.17, Provisions for Work. Individual tasks identified in Sections 9 through 18 are defined in the Staff Hour Estimation Handbook and within the

provision defined in Section 2.17, 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

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

9.5 Incorporate Report of Core Borings

9.6 Existing Bridge Plans

Incorporate existing bridge plans into the contract set for information only. Existing plans are to be provided by the COUNTY.

9.7 Computation Book and Quantities

9.8 Cost Estimate

9.9 Technical Special Provisions

9.10 Field Reviews

9.11 Technical Meetings

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

The Consultant shall prepare a Bridge Development Report (BDR). The BDR shall be submitted as part of the Phase I Roadway Submittal, General Requirements.

General Requirements

10.1 Bridge Geometry

Bridge geometry will include movable span clearance diagrams and bridge tenders visibility study.

10.2 Ship Impact Data Collection

Vessel data is to be obtained from the FDOT pass point data.

10.3 Ship Impact Criteria

Conduct vessel impact analysis of proposed bascule and approach piers and existing bascule piers to determine ship impact design criteria.

Superstructure Alternatives

10.4 Short-Span Concrete

10.5 Medium-Span Concrete

10.6 Long Span Concrete (Not applicable for this project)

10.7 Structural Steel (Not applicable for this project)

Foundation and Substructure Alternatives

10.8 Pier/Bent Types

Approach substructures will consist of pile bents except for the bascule and rest piers.

10.9 Shallow Foundations

No shallow foundation types are anticipated for the bridge.

10.10 Deep Foundations

Evaluate pile and drilled shaft foundations for end bents (or abutments), intermediate piers, rest pier and bascule pier.

Movable Span

10.11 Data Collection and Design Criteria

Perform field investigations of the existing bridge to determine the presence of potentially hazardous materials in the structural steel coating system, control house caulking, control house flooring, and electrical equipment insulation. Provide a hazardous materials report with recommendations on handling and disposal of hazardous materials.

10.12 Movable Span Geometrics and Clearances

Evaluate single-leaf movable span types, including trunnion and rolling-lift. Use of lift, swing or double-leaf bascule spans is not anticipated.

10.13 Deck System Evaluation

Evaluate closed and open deck systems on the movable span.

10.14 Framing Plan Development

10.15 Main Girder Preliminary Design

10.16 Conceptual Span Balance/Counterweight

10.17 Support System Development

10.18 Drive Power Calculations

10.19 Drive System Development

10.20 Power and Control Development

10.21 Conceptual Pier Design

Include in the evaluation of bascule pier types a study of the potential to reuse the existing bridge's bascule pier with modifications as required to support a new bascule leaf and wider roadway/sidewalk section.

10.22 Foundation Analysis (FL PIER)

10.23 Tender Visibility Study

Other BDR Issues

10.24 Aesthetics

Prepare bridge aesthetic guidelines for review by the COUNTY and presentation at public workshops. Aesthetic guidelines will be prepared in consideration of the Greater Pine Island Community Plan Update and Lee County Comprehensive Plan Policy 14.4.3. It is anticipated that aesthetic studies will be limited to bridge finishes and colors, the pedestrian railings and the bridge tender's control house. No special aesthetic treatments of approach structures or piers is anticipated.

10.25 TCP/Staged Construction Requirements

10.26 Constructability Requirements

10.27 Abutment Slope/Wall Evaluation (Not applicable for this project)

10.28 Quantity and Cost Estimates

10.29 Quantity and Cost Estimates - Movable Span

10.30 Wall Type Justification (Not applicable for this project)

Report Preparation

10.31 Exhibits (Not applicable for this project)

10.32 Exhibits - Movable Span (Not applicable for this project)

10.33 Report Preparation

10.34 Report Preparation - Movable Span

10.35 BDR Submittal Package

Submit 30 percent bridge plans with the BDR.

Preliminary Plans

10.36 General Notes Sheets

10.37 Plan and Elevation Sheets

10.38 Construction Staging

10.39 Superstructure Section Sheets

- 10.40 Substructure Section Sheets**
- 10.41 Movable Span - General Notes Sheets**
- 10.42 Movable Span - Plan and Elevation Sheets**
- 10.43 Movable Span - Clearance Diagram**
- 10.44 Movable Span - Bascule Pier Layouts**
- 10.45 Movable Span - Bascule Leaf Section**
- 10.46 Movable Span - Bascule Leaf Framing Plan**
- 10.47 Movable Span - Machinery Layouts**
- 10.48 Movable Span - Control Logic Diagram**

11 STRUCTURES - TEMPORARY BRIDGE

The CONSULTANT shall prepare concept plans and performance specifications for a Temporary Bridge at the location specified in Section 2.5. The CONSULTANT shall contact FDOT Maintenance Central Office to determine the type and availability of temporary bridge materials before deciding on the temporary bridge type to be specified.

General Layout Design and Plans

- 11.1 Overall Bridge Final Geometry**
- 11.2 General Plan and Elevation**
- 11.3 Miscellaneous Details**

End Bent Design and Plans

- 11.4 End Bent Structural Design**
- 11.5 End Bent Details**

Intermediate End Bent Design and Plans

- 11.6 Intermediate Bent Structural Design**
- 11.7 Intermediate Bent Details**

Miscellaneous Substructure Design and Plans

11.8 Foundation Layout

12 STRUCTURES - SHORT SPAN CONCRETE BRIDGE

The CONSULTANT shall prepare plans for Short Span Concrete Bridge(s) at the location(s) specified in Section 2.5.

General Layout Design and Plans

12.1 Overall Bridge Final Geometry

12.2 Expansion/Contraction Analysis

12.3 General Plan and Elevation

12.4 Construction Staging

12.5 Approach Slab Plan and Details

12.6 Miscellaneous Details

End Bent Design and Plans

12.7 End Bent Geometry

12.8 End Bent Structural Design

12.9 End Bent Plan and Elevation

12.10 End Bent Details

Intermediate End Bent Design and Plans

12.11 Bent Geometry

12.12 Bent Stability Analysis

12.13 Bent Structural Design

12.14 Bent Plan and Elevation

12.15 Bent Details

Miscellaneous Substructure Design and Plans

12.16 Foundation Layout

Superstructure Design and Plans

12.17 Finish Grade Elevation Calculation

12.18 Finish Grade Elevations

Cast-In-Place Slab Bridges and tasks 12.19 – 12.21 are not applicable for this project.

Prestressed Slab Unit Bridges

12.22 Prestressed Slab Unit Design

12.23 Prestressed Slab Unit Layout

12.24 Prestressed Slab Unit Details and Schedule

12.25 Deck Topping Reinforcing Layout

12.26 Superstructure Sections and Details

Reinforcing Bar Lists

12.27 Reinforcing Bar List

Load Rating

12.28 Load Ratings

Perform load rating calculations and prepare a load rating report following FDOT guidelines.

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

The CONSULTANT shall prepare plans for a Movable Span at the location(s) specified in Section 2.5.

Final Design Bascule Pier

16.1 Pier Deck

16.2 Leaf/Pier Clearance Diagrams

16.3 Load Show Columns

16.4 Trunnion Columns

16.5 Foundations

16.6 Footing

16.7 Seal

16.8 Back Wall

16.9 Bascule Pier Deck Elevations

Bascule Pier Dimensions - Detailing

16.10 Pier Plan Views

16.11 Pier Elevations Views

16.12 Pier Sections

Bascule Pier Reinforcing Details

16.13 Pier Reinforcing

Bascule Pier Miscellaneous Details

16.14 Pier Barrier Details

16.15 Stair Details

16.16 Handrail Details

16.17 Ladder and Hatch Details

16.18 Pier Equipment

16.19 Bascule Pier Notes and Summary of Quantities

16.20 Miscellaneous Details

Bascule Leaf Design

16.21 Deck Design

16.22 Sidewalk Design

16.23 Stringer Design

16.24 Typical Floorbeam Design

16.25 End Floorbeam Design

16.26 Deep Floorbeam Design

16.27 Sidewalk Bracket Design

16.28 Roadway Bracket Design (Not applicable for this project)

16.29 Main Girder Influence Lines

16.30 Main Girder Design

16.31 Trunnion Girder Design

- 16.32 Main Girder Camber Data**
- 16.33 Leaf Lateral Bracing Design**
- 16.34 Counterweight Design**
- 16.35 Live Load Shoe Design**
- 16.36 Barrier Design**
- 16.37 Deck Elevations**
- 16.38 Balance Calculations**

Bascule Leaf Detailing

- 16.39 Bascule GP&E**
- 16.40 Bascule Leaf Notes**
- 16.41 Framing Plan**
- 16.42 Flooring Plan and Details**
- 16.43 Typical Section and Finish Grade Elevations**
- 16.44 Girder Elevation**
- 16.45 Girder Details**
- 16.46 Camber Layout**
- 16.47 Floor Beams**
- 16.48 Counterweight Girder/Box**
- 16.49 Trunnion Girder**
- 16.50 Cylinder Girder**
- 16.51 Lateral Bracing Details**
- 16.52 Counterweight Bracing Details**
- 16.53 Joint Details**

- 16.54 Traffic Barrier Details**
- 16.55 Pedestrian Rail and Support Details**
- 16.56 Curb and Sidewalk Details**
- 16.57 Barrier and Sidewalk Bracket Details**
- 16.58 Counterweight Details**
- 16.59 Stress Table or Influence Lines**

Mechanical Design

- 16.60 Final Power Requirements**
- 16.61 Trunnion Assembly**
- 16.62 Span Locks**
- 16.63 Sump Pumps**

Mechanical Drive Design and tasks 16.64 – 16.67 are not applicable for this project as it is assumed that the drive system will be hydraulic cylinders.

Hydraulic Drive Design

- 16.68 Hydraulic Drive**

Machinery Detailing

- 16.69 Machinery Layout**
- 16.70 Machinery Elevation**
- 16.71 Machinery Section**
- 16.72 Trunnion Assembly**
- 16.73 Drive Details**
- 16.74 Span Locks**

Electrical Design

- 16.75 Load Analysis**
- 16.76 Power Distribution**
- 16.77 Drive Equipment**
- 16.78 Bridge Controls**
- 16.79 Grounding**
- 16.80 Lightning and Surge Suppression**
- 16.81 Pier Lighting**

Electrical Detailing

- 16.82 Electrical Plan and Elevation**
- 16.83 Electrical Symbols and Abbreviations**
- 16.84 Single/Three Line Diagram**
- 16.85 Panel Board and Light Fixture Schedules**
- 16.86 Wire and Conduit Schedules and Diagrams**
- 16.87 Control Desk/Panel Layout**
- 16.88 Control Schematics**
- 16.89 PLC Logic**
- 16.90 Communication System**
- 16.91 Navigation Lighting Details**
- 16.92 Pedestrian Gate, Traffic Gate, and Barrier Details**
- 16.93 Submarine Cable**
- 16.94 Miscellaneous Details**

Control House

16.95 Architectural Design

16.96 Architectural Details

16.97 Structural Design

16.98 Structural Details

16.99 HVAC/Plumbing Design

16.100 HVAC/Plumbing/Electrical Cables

Reinforcing Bar Lists

16.101 Reinforcing Bar List

Miscellaneous Tasks

16.102 Load Ratings

Perform load rating calculations and prepare a load rating report following FDOT guidelines.

17 STRUCTURES - RETAINING WALL

The CONSULTANT shall prepare plans for Retaining Wall(s) as specified in Section 2.5.

General Requirements and tasks 17.1 – 17.2 are not applicable for this project.

Permanent Proprietary Walls and tasks 17.3 – 17.6 are not applicable for this project.

Temporary Proprietary Walls and tasks 17.7 – 17.10 are not applicable for this project.

17.7 Vertical Wall Geometry (Not applicable for this project)

17.8 Semi-Standard Drawings (Not applicable for this project)

17.9 Wall Plan and Elevations (Control Drawings) (Not applicable for this project)

17.10 Details (Not applicable for this project)

Cast-In-Place Retaining Walls and tasks 17.11 – 17.16 are not applicable for this project.

Other Retaining Walls

17.17 Design

Evaluate the need for temporary critical walls to facilitate phased construction of the bridge approach embankments and abutments. Prepare designs and details for required temporary critical walls. Anticipate one wall at each end of the bridge.

17.18 Vertical Wall Geometry

17.19 General Notes, Tables and Miscellaneous Details

17.20 Wall Plan and Elevations

17.21 Details

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

Design and detail mast arm structures for the movable bridge signals.

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

18.6 Cantilever Sign Structures (Not applicable for this project)

18.7 Overhead Span Sign Structures (Not applicable for this project)

18.8 Special (Long Span) Overhead Sign Structures (Not applicable for this project)

18.9 Monotube Overhead Sign Structure (Not applicable for this project)

18.10 Bridge Mounted Signs (Attached to Superstructure) (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.

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

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 (Not applicable for this project)

19.5 Sign Panel Design Analysis (Not applicable for this project)

19.6 Sign Lighting/Electrical Calculations (Not applicable for this project)

19.7 Quantities

19.8 Computation Book

19.9 Cost Estimates

19.10 Technical Special Provisions

19.11 Other Signing and Pavement Marking Analysis

19.12 Field Reviews

19.13 Technical Meetings

19.14 Quality Assurance/Quality Control

19.15 Independent Peer Review (Not applicable for this project)

19.16 Supervision

19.17 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 Including Trns*port Input

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 (Not applicable for this project)

20.11 Special Service Point Details (Not applicable for this project)

20.12 Special Details (Not applicable for this project)

20.13 Interim Standards

20.14 Quality Assurance/Quality Control

20.15 Supervision

- 21 SIGNALIZATION ANALYSIS and tasks 21.1 – 21.18 are not applicable for this project.**
- 22 SIGNALIZATION PLANS and tasks 22.1 – 22.18 are not applicable for this project.**
- 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.

23.2 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 (Not applicable for this project)

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 COUNTY.

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

The CONSULTANT shall provide temporary lighting for all affected phases of construction to light all detour roadways in areas where required. The temporary lighting shall be included with the Traffic Control Plans with proper notes, quantities and details.

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 Other Lighting Analysis (Not applicable for this project)

23.13 Field Reviews

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

Existing Lighting Equipment
Load Center, Capabilities and Condition/Age
Condition of Lighting Structure(s)

23.14 Technical Meetings

23.15 Quality Assurance/Quality Control

23.16 Independent Peer Review (Not applicable for this project)

23.17 Supervision

23.18 Coordination

24 LIGHTING PLANS

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

24.1 Key Sheet

24.2 Summary of Pay Item Sheet Including Trns*port Input

24.3 Tabulation of Quantities

24.4 General Notes/Pay Item Notes

24.5 Pole Data and Legend & Criteria

24.6 Service Point Details

24.7 Project Layout

24.8 Plan Sheet

24.9 Special Details

24.10 Temporary Lighting Data and Details

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 not applicable for this project.**
- 26 LANDSCAPE ARCHITECTURE PLANS and tasks 26.1 – 26.15 are not applicable for this project.**
- 27 SURVEY**

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

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

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

27.1 Horizontal Project Network Control (HPNC)

Establish or recover HPNC, for the purpose of establishing horizontal control on the Florida State Plane Coordinate System; may include primary or secondary control points. Includes analysis and processing of all field collected data.

27.2 Vertical Project Network Control (VPNC)

Establish VPNC, for the purpose of establishing vertical control on NGVD 1929 datum; may include primary or secondary vertical control points. Includes analysis and processing of all field collected data. Set Bench marks at 1000 foot intervals.

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

Not applicable for this project.

27.5 Reference Points

Reference HPNC points, project alignment, and vertical control points as required.

27.6 Topography (2D)

Not applicable for this project.

27.7 Digital Terrain Model (DTM)

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

27.8 Roadway Cross Sections/Profiles

Not applicable for this project.

27.9 Side Street Surveys

Included in 27.7.

27.10 Underground Utilities

Above ground visible utility locations are included in 27.7.

27.11 Outfall Survey

Not applicable for this project.

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

Locate required above ground features and improvements for the limits of the bridge. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports. Show typical information in a field book.

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 (Not applicable for this project)

27.16 Mitigation Survey (Not applicable for this project)

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 (Not applicable for this project)

27.20 Subdivision Location (Not applicable for this project)

27.21 Maintained R/W (Not applicable for this project)

27.22 Boundary Survey (Not applicable for this project)

27.23 Water Boundary Survey (Not applicable for this project)

27.24 Right of Way Staking

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

27.25 Right of Way Monumentation

Not applicable for this project.

27.26 Line Cutting

Not applicable for this project.

27.27 Work Zone Safety

Provide work zone as required by FDOT standards.

27.28 Miscellaneous Surveys

Not applicable for this project.

27.29 Supplemental Surveys

Not applicable for this project.

27.30 Document Research

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

27.31 Field Review

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

27.32 Technical Meetings

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

27.33 Quality Control/Quality Assurance

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

27.34 Supervision

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

27.35 Coordination

28 PHOTOGRAMMETRY and tasks 28.1 through 28.25 are not applicable to this project.

29 MAPPING and tasks 29.1 – 29.35 are not applicable for this project.

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 FDOT standards, or as otherwise directed by the COUNTY. The COUNTY will make interpretations and changes regarding geotechnical standards, policies and procedures and provide guidance to the CONSULTANT.

Prior to beginning each phase of investigation and after the Notice to Proceed is given, the CONSULTANT shall submit investigation plan for approval and meet with the COUNTY's Geotechnical Engineer or representative 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's Project Manager.

Obtain pavement cores as directed in writing by the County's Project Manager.

If required by the County's Project Manager, 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's Project Manager.

CONSULTANT shall perform specialized field-testing as required by project needs and as directed in writing by the County's Project Manager.

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

30.2 Detailed Boring Location Plan (Not applicable for this project)

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 (Not applicable for this project)

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's Project Manager.

CONSULTANT shall perform specialized field-testing as required by needs of project and as directed in writing by the County's Project Manager.

All laboratory testing and classification will be performed in accordance with applicable FDOT 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 the COUNTY's 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 Standards 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 owners/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)

Evaluation and selection of foundation alternative, including the following:

Spread footings

- Prestressed concrete piling - various sizes
- Steel H- piles
- Steel pipe piles

Drilled shafts

Foundation analyses shall be performed using approved FDOT methods. Assist in selection of the most economical, feasible foundation alternative.

30.35 Detailed Analysis of Selected Foundation Alternate(s)

Detailed analysis and basis for the selected foundation alternative. Foundation analyses shall be performed using approved FDOT methods and shall include:

For pile and drilled shaft foundations, provide graphs of ultimate axial soil resistance versus tip elevations. Calculate scour resistance and/or downdrag (negative skin friction), if applicable.

- CONSULTANT shall assist the Engineer of Record in preparing the Pile Data Table (including test pile lengths, scour resistance, downdrag, minimum tip elevation, etc.)
- Provide the design soil profile(s), which include the soil model/type of each layer and all soil-engineering properties required for the Engineer of Record to run the FBPIer computer program. Review lateral analysis of selected foundation for geotechnical compatibility.
- Shallow foundation bearing capacity (including soil bearing capacity, minimum footing width, and minimum embedment depth).
- Estimated maximum driving resistance anticipated for pile foundations.

Provide settlement analysis.

30.36 Bridge Construction and Testing Recommendations

Provide construction and testing recommendations including potential constructability problems.

30.37 Lateral Load Analysis (Optional)

Perform lateral load analyses as directed by the COUNTY.

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)

Analyze sheet pile walls as directed by the COUNTY.

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

The preliminary structures report shall contain the following discussions as appropriate for the assigned project:

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

- Summary of structure background data, SCS, USGS, geologic and potentiometric data.
- The results of all tasks discussed in the previous section (Data Interpretation and Analysis).
- Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
- Any special provisions required for construction that are not addressed in the FDOT's Standard specification.
- An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available), and any other pertinent information.

30.43 Final Report - Bridge and Associated Walls

The final structures report shall include the following:

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

- Summary of structure background data, SCS, USGS, geologic and potentiometric data.
- The results of all tasks discussed in the previous section (Data Interpretation and Analysis).
- Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
- Any special provisions required for construction that are not addressed in the FDOT's Standard specification.

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

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

The final reports shall include the following:

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

- Summary of structure background data, SCS, USGS, geologic and potentiometric data.
- The results of all tasks discussed in the previous section (Data Interpretation and Analysis).
- Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
- Any special provisions required for construction that are not addressed in the FDOT's Standard specification.

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

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

All original plan sheets (11" x 17")

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

- Two sets of record prints
- Six sets of any special provisions

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

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

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

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

30.45 Drafting

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

30.46 Other Geotechnical

Define

30.47 Technical Special Provisions

30.48 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.

30.49 Technical Meetings

30.50 Quality Assurance/Quality Control

30.51 Supervision

30.52 Coordination

30.53 Optional Preliminary Contamination Assessment

When required, all work shall be performed in accordance with current Florida Department of Environmental Regulation (DER) and Federal OSHA and EPA standards. The following work shall be included, but not limited to:

- A minimum of four borings will be required per site.
 - Soil gas analysis will be required by use of a flame ionization detector; e.g. Organic Vapor Analyzer (OVA).
 - Installation of monitoring wells may be required.
 - Water sampling and laboratory analysis may be required. The State of Florida Department of Health shall certify the laboratory performing the analysis.
 - Four copies of the draft PCA report will be required for review and comment by the COUNTY. After comments have been addressed, six signed and sealed copies of the final PCA report shall be submitted to the COUNTY. Copies of all documents will be additionally transmitted to the COUNTY in electronic format in accordance with the COUNTY's current standards.

31 ARCHITECTURE DEVELOPMENT and tasks 31.1 – 31.55 are not applicable for this project.

32 NOISE IMPACT DESIGN ASSESSMENT (Not applicable for this project)

33 PROJECT REQUIREMENTS (Not applicable for this project)

34 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.

35 OPTIONAL SERVICES

The COUNTY may request the CONSULTANT to provide optional services including those listed below.

Post Design Services

These services are intended to address changed conditions that occur following acceptance of final plans. The CONSULTANT will provide to the COUNTY additional services as required to satisfactorily complete construction. These services are intended to deal with changed conditions or services not covered and is not intended for instances of CONSULTANT errors and/or omissions.

Construction Assistance

The CONSULTANT will provide to the COUNTY, qualified representation during the construction phase to deal with issues concerning the intent and interpretation of the construction contract plans and documents prepared in the work. Should changed conditions be encountered in the field and when requested by the COUNTY, the CONSULTANT will respond in a timely manner with suitable engineering solutions which take into account the changed conditions.

On site appearance of the CONSULTANT will be made during construction at the request of the COUNTY or its designated representatives.

From time to time during construction, the CONSULTANT may be requested by the COUNTY or its designated representative to review contractor-proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.

Expert Witness Testimony

The CONSULTANT will serve as an expert witness in legal proceedings if required by the COUNTY. The fee(s) for these services will be established if, and when, said services are required.

Review of Shop Drawings

Shop Drawings will be performed in accordance with the FDOT Structures Design Guidelines. The CONSULTANT will review Contractor submittals including shop drawings, requests for information, and non-conformance reports.

Construction Engineering Inspection

When requested by the COUNTY, the CONSULTANT will provide construction contract administration or construction engineering inspection services.

EXHIBIT B

**COMPENSATION AND METHOD OF
PAYMENT**

Date: September 13, 2005COMPENSATION AND METHOD OF PAYMENTFor Matlacha Bridge ReplacementSection 1. BASIC SERVICES/TASK(S) – E.C. Driver & Associates
(Note: Separate attachments are included for subconsultants.)

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.) |
|-------------|----------------------------------|------------------------|---|--------------------------------------|
| 3 | Project General Tasks | \$253,336.76 | NTE | |
| 4 | Roadway Analysis | \$111,521.31 | NTE | |
| 5 | Roadway Plans | \$84,200.94 | NTE | |
| 6 | Drainage Analysis | \$140,137.24 | NTE | |
| 7 | Utilities | \$10,807.76 | NTE | |
| 8 | Environmental Permits | \$87,996.00 | NTE | |
| 9 | Structure Summary | \$159,818.77 | NTE | |
| 10 | Structures – BDR | \$212,558.37 | NTE | |
| 11 | Structures – Temporary Bridge | \$77,841.03 | NTE | |
| 12 | Structures – Short Span Concrete | \$165,632.49 | NTE | |
| 16 | Structures – Movable Span | \$739,793.56 | NTE | |
| 17 | Structures – Retaining Walls | \$17,001.45 | NTE | |
| 18 | Structures – Misc. | \$30,366.63 | NTE | |
| 19 | Signing & Marking Analysis | \$8,992.70 | NTE | |
| 20 | Signing & Marking Plans | \$8,089.43 | NTE | |
| 23 | Lighting Analysis | \$13,656.93 | NTE | |
| 24 | Lighting Plans | \$19,009.82 | NTE | |
| 27 | Survey | \$67,679.50 | NTE | |
| 30 | Geotechnical | \$123,844.12 | NTE | |
| 100 | Expenses | \$63,917.32 | LS | |
| TOTAL | | \$2,396,202.13 | | |

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Section 2. ADDITIONAL SERVICES

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

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: September 13,2005

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for
Matlacha Bridge Replacement

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME EC Driver & Assoc., 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 | \$75.85 | 3.102 | \$235.29 |
| Chief Engineer | \$55.59 | 3.102 | \$172.44 |
| Senior Engineer | \$41.89 | 3.102 | \$129.94 |
| Senior Planner | \$40.66 | 3.102 | \$126.13 |
| Project Engineer | \$30.19 | 3.102 | \$93.65 |
| Engineer | \$27.61 | 3.102 | \$85.65 |
| Engineering Intern | \$22.72 | 3.102 | \$70.48 |
| Sr. Movable Bridge Designer | \$40.62 | 3.102 | \$126.00 |
| Designer | \$31.09 | 3.102 | \$96.44 |
| Planner | \$16.07 | 3.102 | \$49.85 |
| Administrator | \$20.01 | 3.102 | \$62.07 |

*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: September 13, 2005

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for
Matlacha Bridge Replacement

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME Aim Engineering
(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 PLS | \$129.75 | 1 | \$129.75 |
| PLS | \$92.75 | 1 | \$92.75 |
| Cadd Tech | \$64.00 | 1 | \$64.00 |
| Principal Engineer | \$135.00 | 1 | \$135.00 |
| Project Manager | \$102.39 | 1 | \$102.39 |
| Sr. Rdwy Designer | \$93.90 | 1 | \$93.90 |
| Rdwy Designer | \$66.89 | 1 | \$66.89 |
| Cadd Tech | \$53.80 | 1 | \$53.80 |

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

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

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

Date: September 13, 2005

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for
Matlacha Bridge Replacement

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME Tierra
(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 | \$153.46 | 1 | \$153.46 |
| Sr. Project Engineer | \$133.64 | 1 | \$133.64 |
| Project Engineer | \$91.59 | 1 | \$91.59 |
| Engineering Intern | \$81.72 | 1 | \$81.72 |
| Senior Specialist | \$93.29 | 1 | \$93.29 |
| Senior Scientist | \$74.63 | 1 | \$74.63 |
| Sr. Engineer Technician | \$70.56 | 1 | \$70.56 |
| Technician | \$61.67 | 1 | \$61.67 |
| Clerical Secretary | \$52.92 | 1 | \$52.92 |
| Computer Technician | \$71.49 | 1 | \$71.49 |

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

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

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

Date: September 13, 2005

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for
Matlacha Bridge Replacement

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME Scheda Ecological 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) |
|---|--|---------------------|---|
| Chief Scientist | \$120.00 | 1 | \$120.00 |
| Senior Scientist | \$100.00 | 1 | \$100.00 |
| Scientist | \$70.00 | 1 | \$70.00 |
| GIS Specialist | \$65.00 | 1 | \$65.00 |
| Project Administrator | \$45.00 | 1 | \$45.00 |

*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".

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for
Matlacha Bridge Replacement

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME Woodroffe Corporation Architects
(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 Architect | \$125.00 | 1 | \$124.00 |
| Asst. Project Architect | \$75.00 | 1 | \$75.00 |
| Architect Technical Support | \$65.00 | 1 | \$65.00 |
| Senior Engineer | \$125.00 | 1 | \$125.00 |
| Engineer | \$85.00 | 1 | \$85.00 |
| Engineer Technical Support | \$65.00 | 1 | \$65.00 |

*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".

Date: September 13, 2005

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for
Matlacha Bridge Replacement

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME Southeastern Archaeological Research, 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 | \$33.51 | 3.34 | \$111.92 |
| Chief Archaeologist (Sr. Environ.) | \$27.24 | 3.34 | \$91.00 |
| Senior Specialist (Proj. Environ) | \$17.29 | 3.34 | \$57.75 |
| Senior Archaeologist (Environ. Spec.) | \$13.39 | 3.34 | \$44.72 |
| GIS Specialist | \$14.42 | 3.34 | \$48.16 |
| Archaeologist (Envir. Field Tech) | \$12.02 | 3.34 | \$40.15 |
| Secretary/Clerical | \$15.14 | 3.34 | \$50.57 |

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

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

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

Date: September 13, 2005

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for
Matlacha Bridge Replacement

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME URS
(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) |
|---|--|---------------------|---|
| Animation Tech III | \$30.78 | 2.808 | \$86.43 |
| Supervisor | \$57.94 | 2.808 | \$162.70 |
| Animation Tech I | \$12.74 | 2.808 | \$35.77 |
| Animation Tech II | \$20.72 | 2.808 | \$58.18 |
| Web Tech | \$25.48 | 2.808 | \$71.55 |
| Graphic Artist | \$21.88 | 2.808 | \$61.44 |
| Senior Animator | \$34.62 | 2.808 | \$97.21 |

*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

TIME AND SCHEDULE OF PERFORMANCE

EXHIBIT C

Date: *September 13, 2005*TIME AND SCHEDULE OF PERFORMANCEfor
Matlacha Bridge Replacement

(Enter Project Name from Page 1 of the Agreement)

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

| Phase and/or Task Reference AS Enumerated in EXHIBIT "A" | NAME OR TITLE Of Phase and/Task | Number Of Calendar Days For Completion Of Each Phase And/or Task | Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed |
|--|---------------------------------|--|--|
| 3 | Project General Task | 730 | 730 |
| 4 | Roadway Analysis | 730 | 730 |
| 5 | Roadway Plans | 730 | 730 |
| 6 | Drainage Analysis | 730 | 730 |
| 7 | Utilities | 730 | 730 |
| 8 | Environmental Permits | 730 | 730 |
| 9 | Structure Summary | 730 | 730 |
| 10 | Structures-BDR | 365 | 730 |
| 11 | Structures-Temporary Bridge | 550 | 730 |
| 12 | Structures-Short Span Concrete | 550 | 730 |
| 16 | Structures- Movable Span | 550 | 730 |
| 17 | Structures-Retaining walls | 550 | 730 |
| 18 | Structures-Miscellaneous | 550 | 730 |
| 19 | Signing & Marking Analysis | 550 | 730 |
| 20 | Signing & Marking Plans | 550 | 730 |
| 23 | Lighting Analysis | 550 | 730 |
| 24 | Lighting Plans | 550 | 730 |
| 27 | Survey | 365 | 730 |
| 29 | Mapping | 365 | 730 |
| 30 | Geotechnical | 365 | 730 |

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Page C1 of C1

EXHIBIT D

CONSULTANT'S ASSOC. SUBCONSULTANTS & SUBCONTRACTORS

EXHIBIT D

Date: September 13, 2005

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

for
Maitlacha Bridge Replacement

(Enter Project Name From Page 1 of This Agreement)

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

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

| Service and/or work to be Provided or Performed | Name and Address of Individual or Firm | Disadvantaged, Minority or Women Business Enterprise (If Yes, Indicate Type) | | | Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage | |
|---|--|--|----|------|---|----|
| | | Yes | No | Type | Yes | No |
| Cultural Resource Assesment | Southeastern Archaeological Research, Inc. 315 NW 138 th Terrace Jonesville, FL 32669 | X | | WBE | X | |
| Environmental Services | Scheda Ecological Assoc., Inc. 5892 E. Fowler Ave. Tampa, FL 33617 | X | | WBE | X | |
| Architectural Services | Woodrooffe Corporation Architects 5005 West Laurel St., suite 215 Tampa, FL 33607 | | X | | | X |
| Geotechnical | Tierra 7805 Professional Place Tampa, FL 33637 | | X | | | X |
| Drainage Design Survey | Aim Engineering & Surveying, Inc. 5300 Lee Boulevard Lehigh Acres, FL 33971 | | X | | | X |
| Graphics | URS Corporation 7650 W. Courtney Campbell Causeway Tampa, FL 33607-1462 | | X | | X | |

EXHIBIT E

**PROJECT GUIDELINES AND
CRITERIA**

EXHIBIT E

Date: September 13, 2005

PROJECT GUIDELINES AND CRITERIA

for
Matlacha Bridge Replacement

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

**TRUTH IN NEGOTIATIONS
CERTIFICATE**

EXHIBIT F

DATE: September 13, 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 Lee County Board of County Commissioners for the project known as:

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

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

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

E.C. Driver & Associates, Inc.

James M. Phillips III

BY: James M. Phillips, III, P.E.

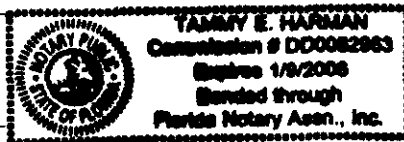
TITLE: Vice President

The foregoing instrument was signed and acknowledged before me this 13 day of September, 2005, by James M. Phillips who has produced personally known to me as (Print or Type Name) (Type of Identification and Number) identification.

Tammy E. Harman
Notary Public Signature

Tammy E. Harman
Printed Name of Notary Public

DD0082963
Notary Commission Number/Expiration



CMO:
00/00/00

EXHIBIT G

INSURANCE CERTIFICATE

ADDITIONAL INFORMATION

SEA-000899170-01 DATE (MM/DD/YY) 09/09/05

PRODUCER

MARSH RISK & INSURANCE SERVICES
P. O. BOX 193880
SAN FRANCISCO, CA 94119-3880
CALIFORNIA LICENSE NO. 0437153

MISC -E.C.D-ALL- ECD FL TAMP

INSURED

E.C. DRIVER & ASSOCIATES, INC.
500 NORTH WESTSHORE BOULEVARD
SUITE 500
TAMPA, FL 33609

COMPANIES AFFORDING COVERAGE

COMPANY

E AMERICAN INTERNATIONAL SOUTH INSURANCE CO.

COMPANY

F

COMPANY

G

COMPANY

H

TEXT

SELF-INSURED RETENTIONS/DEDUCTIBLES:

COVERAGE: COMMERCIAL GENERAL LIABILITY
CARRIER: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH
POLICY NO.: 706-1033
SELF-INSURED RETENTION: \$4,000,000

COVERAGE: AUTOMOBILE LIABILITY
CARRIER: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH
POLICY NO.: 826-2024
DEDUCTIBLE: \$1,000,000

COVERAGE: WORKERS' COMPENSATION
CARRIER: INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
POLICY NO.: 715-5118
DEDUCTIBLE: \$1,000,000

COVERAGE: PROFESSIONAL LIABILITY
CARRIER: LEXINGTON INSURANCE COMPANY
POLICY NO.: 1155287
SELF-INSURED RETENTION: \$7,500,000

CERTIFICATE HOLDER

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: LEE COUNTY CONTRACTS MANAGEMENT
P.O. BOX 398
FORT MYERS, FL 33902-0398

MARSH USA INC. BY

Lynne M. Harrington 

EXHIBIT H
AMENDMENT TO ARTICLES

Date: September 13, 2005

AMENDMENT TO ARTICLES

for
Matlacha Bridge Replacement

(Enter Project Name from Page 1 of the Agreement)

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: