

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

Blue Sheet No. 20051382

1. ACTION REQUESTED/PURPOSE:

Award Professional Services Agreement for CN-05-02 REGIONAL WASTEWATER RESIDUALS FEASIBILITY STUDY, Contract No. 3215 to HAZEN & SAWYER, P.C. for a Not-To-Exceed amount of \$358,000.00. Contract period is for 300 days. Further authorize Chairman to execute the Professional Services Agreement. Also approve budget transfer of \$132,500 from Utility Capital Improvement Fund Reserves to the Regional Sludge Handling Plant project and amend FY 05/06 - 09/10 CIP accordingly.

2. WHAT ACTION ACCOMPLISHES:

Consultants to provide professional services to include analysis of available residual handling options, develop recommendations for residuals handling, prepare a cost estimate for the recommended option and produce a report of findings and recommendations.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval

4. Departmental Category: 10.

CIOA

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 Public Works
 Division Utilities
 By: Rick Diaz, P.E., Director *9/27/05*

9. Background:

On December 7, 2004, the Board of County Commissioners approved the ranking of consultants and authorized negotiations to commence with the number one ranked firm. The ranking was as follows: (1) Hazen & Sawyer; (2) Camp, Dresser & McKee Inc. (CDM); and (3) MWH.

Contract Negotiations were successful with the number one firm, Hazen & Sawyer and requires Board approval of the final agreement.

Funds will be available in account string: 20728948730.506510

Attachment: Two (2) original PSA's for execution

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. [Signature]</i>	<i>[Signature]</i>	N/A	<i>PAO 9/27</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
					<i>10/6/05</i>	<i>10/6/05</i>	<i>10/6/05</i>	<i>10/6/05</i>	<i>9-27-05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN. *[Signature]*
 10/5/05
 5 PM
 COUNTY ADMIN
 FORWARDED TO: *[Signature]*
 10/6/05
 5 PM

Rec. by CoAtty
 Date: *10/5/05*
 Time: *1:30 PM*
 Forwarded To: *Admin [Signature]*

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: LCU Capital Improvements DATE: 10/06/05 BATCH NO. _____

FISCAL YEAR: 05/06 FUND #: 48730 DOC TYPE: YB LEDGER TYPE: BA

TO: Lee County Utilities CIP Budget
 (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)

ACCOUNT NUMBER	OBJECT NAME	DEBIT
20728948730.506540	Regional Sludge Handling Plant	\$ 132,500
TOTAL TO:		\$ 132,500

FROM: Lee County Utilities CIP Budget
 (DIVISION NAME) (PROGRAM NAME)

ACCOUNT NUMBER	OBJECT NAME	CREDIT
GC5890148730.509910	Reserve for Contingencies	132,500
TOTAL FROM:		\$ 132,500

EXPLANATION: Transfer budget to the indicated project to be able to cover the full contracted price.

 10/6/05
 DIVISION DIRECTOR SIGNATURE DATE

DEPARTMENT DIRECTOR SIGNATURE DATE

DBS: APPROVAL DENIAL

 10-6-05
 OPERATIONS ANALYST SIGNATURE DATE

APPROVAL DENIAL

 10/6/05
 BUDGET OPERATIONS MANAGER SIGNATURE DATE

CO. ADMIN.: APPROVAL _____ DENIAL _____

CO. ADMIN. SIGNATURE DATE

BCC APPROVAL DATE _____

BCC CHAIRMAN SIGNATURE _____

BA NO: _____ AUTH CODE: _____ TRANS DATE: _____

1. REQUESTED MOTION:

ACTION REQUESTED: Concur with the ranking of Consultants by the Competitive Negotiations Committee for CN-05-02 REGIONAL WASTEWATER RESIDUALS FEASIBILITY STUDY, in the following order of ranking, and authorize contract negotiations to commence with the number one ranked firm: (1) Hazen & Sawyer; (2) Camp, Dresser & McKee Inc. (CDM); and (3) MWH.

WHY ACTION IS NECESSARY: Board approval required.

WHAT ACTION ACCOMPLISHES: Consultants to provide professional services for the project known as REGIONAL WASTEWATER RESIDUALS FEASIBILITY STUDY to include analysis of available residual handling options, develop recommendations for residuals handling, prepare a cost estimate for the recommended option and produce a report of findings and recommendations.

2. DEPARTMENTAL CATEGORY:

10. Utilities
COMMISSION DISTRICT #: CW

C10C

3. MEETING DATE:

12-07-2004

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

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

6. REQUESTOR OF INFORMATION:

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

[Signature]
11/15/04

7. BACKGROUND: Letters of Interest were solicited on behalf of the Board of County Commissioners for professional services for the project known as REGIONAL WASTEWATER RESIDUALS FEASIBILITY STUDY.

The deadline for receipt of Letters of Interest was October 18, 2004. A total of six (6) Letters of Interest were received by the established deadline. The Competitive Negotiations Committee consisted of the following staff members: Jim Lavender, Public Works Director as Chairman; Rick Diaz, Utilities Director, Howard Wegis, Utilities, Project Manager. Based on the information submitted by the Consultants in their Letters of Interest, it was the consensus of the Committee to invite three (3) firms for Interviews/Presentations: Hazen & Sawyer; CDM; and MWH.

On the basis of the information submitted by the firms in their Letters of Interests and after conducting Interviews/Presentations on November 8, 2004 with the three (3) firms, the Committee agreed to recommend to the Board the following order of ranking of Consultants: (1) Hazen & Sawyer; (2) Camp, Dresser & McKee Inc. (CDM); and (3) MWH, and authorize contract negotiations to commence with the number one ranked firm. The negotiated agreement will be brought back to the Board for approval.

Attachment: 1. Overall Ranking Sheet

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services			G County Manager
					OA	OM	Risk	GC
<i>[Signature]</i> 11-17-04	<i>[Signature]</i> 11/16/04	N/A		<i>[Signature]</i> 11/19/04	<i>[Signature]</i> 11/22/04	<i>[Signature]</i> 11/24/04	<i>[Signature]</i> 11/24/04	<i>[Signature]</i> 11/17/04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

(Prepared by Contracts)

Rec. by CoAtty
Date: 11/19/04
Time: 10:30
Forwarded To:
Co. Admin
11/19/04

RECEIVED BY
COUNTY ADMIN:
11/19/04
2:25 pm
COUNTY ADMIN
FORWARDED TO:
11/22/04
2:00 pm

PM

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2005, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and Hazen & Sawyer hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the professional 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-05-02 REGIONAL WASTEWATER RESIDUALS FEASIBILITY STUDY, and

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

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

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

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

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

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

ARTICLE 2.00 - DEFINITIONS

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

2.01 COUNTY

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

2.02 CONSULTANT

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

2.03 PROFESSIONAL SERVICES

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

2.04 SUB-CONSULTANT

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

2.05 SUBCONTRACTOR

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

2.06 PROJECT

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

2.07 BASIC SERVICES

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

Date: 09/25/01

2.08 ADDITIONAL SERVICES

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

2.09 CHANGE ORDER

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

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

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

2.11 SUPPLEMENTAL TASK AUTHORIZATION

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

2.12 DEPARTMENT DIRECTOR

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

2.13 PROJECT MANAGER

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

2.14 LUMP SUM FEE(S)

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

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

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

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

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

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

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

ARTICLE 3.00 - OBLIGATIONS OF THE CONSULTANT

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

3.01 LICENSES

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

3.02 PERSONNEL

(1) QUALIFIED PERSONNEL

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

(2) CONSULTANT'S PROJECT DIRECTOR

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

(3) REMOVAL OF PERSONNEL

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

Date: 09/25/01

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

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

3.04 STANDARDS OF PROFESSIONAL SERVICE

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

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) RESPONSIBILITY TO CORRECT

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

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

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

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

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

3.06 LIABILITY

(1) CONSULTANT TO HOLD COUNTY HARMLESS

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

3.07 NOT TO DIVULGE CERTAIN INFORMATION

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

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

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

Date: 09/25/01

3.08

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

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

3.09

RESPONSIBILITY FOR ESTIMATES

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

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

(3) Cost Estimates

(A) ORDER OF MAGNITUDE ESTIMATE

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

(B) BUDGET ESTIMATE

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

(C) CONSTRUCTION COST ESTIMATE.

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

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

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

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

(C) CONSTRUCTION COST ESTIMATE.(Continued)

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

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

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

3.10 PERMITS

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

3.11 ADDITIONAL SERVICES

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

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

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

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

3.12 TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

3.13 COMPLETION OF TASKS

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

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3.14 AFFIRMATIVE ACTION BY CONSULTANT WHEN ENGAGING SUB-CONSULTANTS

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

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

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

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

ARTICLE 4.00 - OBLIGATIONS OF THE COUNTY

4.01 DESIGNATION OF PROJECT MANAGER

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

4.02 AVAILABILITY OF COUNTY INFORMATION

(1) PROJECT GUIDELINES AND CRITERIA

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

4.02 AVAILABILITY OF COUNTY INFORMATION (Continued)

(2) COUNTY TO PROVIDE PERTINENT REFERENCE MATERIAL

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

4.03 AVAILABILITY OF COUNTY'S DESIGNATED REPRESENTATIVES

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

4.04 ACCESS TO COUNTY PROPERTY

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

ARTICLE 5.00 - COMPENSATION AND METHOD OF PAYMENT

5.01 BASIC SERVICES

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

5.02 ADDITIONAL SERVICES

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

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5.02 ADDITIONAL SERVICES (Continued)

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

5.03 METHOD OF PAYMENT

(1) MONTHLY STATEMENTS

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

(2) PAYMENT FOR SERVICES PERFORMED

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

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

(B) The COUNTY shall pay the CONSULTANT for services performed for tasks set forth in Exhibits "A" and "B" on the basis of an invoice statement covering CONSULTANT'S work-in-Progress expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such work-in-Progress percentages are subject to the review and approval of the COUNTY. The decision of the COUNTY shall be final as to the work-in-Progress percentages paid. Payment by the COUNTY for tasks on a work-in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the COUNTY of any such service or work-in-Progress. The CONSULTANT shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not

(2) PAYMENT FOR SERVICES PERFORMED (Continued)

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

(3) PAYMENT SCHEDULE

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

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

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

5.05 PAYMENT WHEN SERVICES ARE SUSPENDED

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

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

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

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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.

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.

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

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

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

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

Local Interface, Permit Needs

TKW Consulting Engineers, Inc.
5621 Banner Drive
Fort Myers, FL 33912

13.01 INSURANCE COVERAGE TO BE OBTAINED Continued

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

13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

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

Date: 09/25/01

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

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

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

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

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

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

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

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

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 May 30, 2005.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated May 30, 2005.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated May 30, 2005.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and subContractor(s)", dated May 30, 2005.

ARTICLE 19.00 - ENTIRE AGREEMENT (Continued)

- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated May 30, 2005.
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated May 30, 2005.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles", dated May 30, 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
Project Manager/Department: Howard Wegis, Utilities

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:

HAZEN & SAWYER
(CONSULTANT'S Business Name)
10002 Princess Palm Avenue Ste 200
(Street/P.O. Box)
Tampa, Florida 33619
(City) (State) (Zip Code)
Telephone Number: 813.630.4498
Fax Number: 813.630.1967
ATTENTION: Dan Schmidt, 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

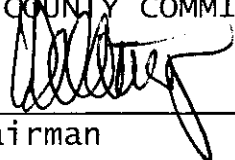
Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

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:

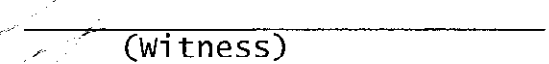
Hazen and Sawyer, P.C.
(CONSULTANT)



(Witness)

BY: 
(Damann L. Anderson)

Vice President
(Title)



(Witness)

DATE: 9/15/05

SCOPE OF SERVICES

for Regional Wastewater Residuals Feasibility Study

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".

Background

Processing and disposal of domestic wastewater biosolid residuals has long been a challenging activity for Florida utilities. Although regulatory agencies have periodically advocated higher levels of processing and beneficial reuse of biosolids products, high costs of such projects have typically resulted in a lack of political support and have thus limited wide scale implementation. As a result, most Florida utilities currently practice land application of biosolids, with most of those applying a Class B product.

The future of land application Class B biosolids as a long-term disposal strategy is uncertain in view of:

- A decreasing number of potential land application sites for biosolids due to TMDL regulations and local ordinances;
- community opposition to utilizing land application of biosolids;
- increased costs of utilizing land application of biosolids as a disposal strategy due to increased transportation costs or fees;
- regulatory uncertainty concerning biosolids disposal over the long term as distinguished from the foreseeable future; and
- encroachment of development onto existing disposal sites

Recognizing this uncertainty, Lee County (herein known as COUNTY) has proposed a study of long term biosolids management options focusing primarily on incineration at the County's

waste-to-energy facility, secondarily on distribution and marketing of Class A biosolids (for soil supplement or land fill cap) or other beneficial reuse. This study is to involve only those facilities owned and operated by the COUNTY along with facilities of other utilities located within Lee County. This study will also include consideration of certain select utilities identified by the COUNTY that are located outside the County. Other utilities in Lee, Charlotte, Collier, Hendry, and Glades Counties might benefit from such a facility in the future but this study is initially focused on Lee County's wastewater plants with flexibility to handle additional capacity from the larger facilities outside Lee County.

The COUNTY has retained the services of Hazen and Sawyer, P.C. (herein known as CONSULTANT) to provide for the investigations required to characterize a wastewater residuals management plan, and this scope of services is intended to enable the COUNTY to determine the feasibility of such an approach. Although there are other potential tracks for implementation of a residuals management plan, the COUNTY has determined that, for this study, the approach for implementation is to be focused on direct ownership and control of the biosolids facility by the COUNTY.

In summary, the purpose of this study is for the CONSULTANT to deliver to the COUNTY a wastewater residuals biosolids management plan that can be implemented once existing land application processes become less feasible, difficult to permit, or prohibitively expensive. The goal is to offer COUNTY utilities, and possibly surrounding county utilities, a viable option for biosolids management for future years to come and a basis for design of a feasible facility to implement the biosolids management plan.

TASK 1 – EVALUATION OF EXISTING CONDITIONS/SYSTEMS

1.1 Biosolids Quantities and Characteristics

CONSULTANT will obtain, from the COUNTY, available existing data in a database relative to biosolids quantities and characteristics from wastewater facilities within Lee County that would be included in a biosolids management program. Information is to be indicate the facility name, owner/operator, type of sludge (liquid or cake), type of thickening/dewatering process, percent solids, extent of stabilization, origin (residential or industrial), present disposal procedures, future production increases expected, and terms and longevity of existing agreements for disposal. Wastewater utilities for this proposed biosolids system include up to 26 facilities, owned and operated by 18 separate utilities or companies. The facility names are listed on Table 1. The data will be utilized in the development and analyses of alternate biosolids processing/reuse/disposal options including sorting and ranking by various criteria.

Data will be collected by the COUNTY and provided to the CONSULTANT. CONSULTANT is to review and data received for completeness and compile the data for presentation in the final report. The CONSULTANT is to make requests for additional information needed to the COUNTY for the COUNTY to obtain.

1.2 Biosolids Management Studies/Practices by Neighboring Utilities

CONSULTANT and COUNTY will review and analyze together up to two (2) biosolids management facilities presently operating successfully. Methods for processing, disposal and / or reuse of wastewater biosolids and actual or estimated costs will be identified.

TABLE 1
Biosolids Generating Facilities

No.	Facility Name	Owner / Operator	Location	Capacity
1	<i>North Regional WRF</i>	<i>Collier County Util.</i>	<i>Collier County</i>	<i>24.1 MGD</i>
2	<i>South Regional WRF</i>	<i>Collier County Util.</i>	<i>Collier County</i>	<i>16.0 MGD</i>
3	Cape Coral WWTP	City of Cape Coral	Lee County	15.1 MGD
4	South AWWTF	City of Ft. Myers	Lee County	12.0 MGD
5	Central AWWTF	City of Ft. Myers	Lee County	11.0 MGD
6	<i>Naples WWTP</i>	<i>City of Naples</i>	<i>Collier County</i>	<i>10.0 MGD</i>
7	West WRF	Bonita Springs	Lee County	7.0 MGD
8	Fort Myers Beach STP	Lee County Util.	Lee County	6.0 MGD
9	Fiesta Village WWTP	Lee County Util.	Lee County	5.0 MGD
10	<i>Eastport WWTP</i>	<i>Charlotte Co. Util.</i>	<i>Charlotte County</i>	<i>5.0 MGD</i>
11	<i>Punta Gorda WWTP</i>	<i>City of Punta Gorda</i>	<i>Charlotte County</i>	<i>4.0 MGD</i>
12	<i>Marco Island WWTF</i>	<i>City of Marco Island</i>	<i>Collier County</i>	<i>3.5 MGD</i>
13	North Ft. Myers WWTP	N. Ft. Myers Utilities	Lee County	3.5 MGD
14	Three Oaks WWTF	Lee County Util.	Lee County	3.0 MGD
15	Lehigh Acres Utilities	FGUA	Lee County	2.5 MGD
16	Donax WRF	City of Sanibel	Lee County	2.4 MGD
17	Waterway Estates AWWTP	Lee County Util.	Lee County	1.3 MGD
18	Forest Utilities	Forest Utilities	Lee County	0.50 MGD
19	Gateway Services District 1	Lee County Util.	Lee County	0.50 MGD
20	Fiddlesticks WWTP	Fiddelsticks Util.	Lee County	0.50 MGD
21	Eagle Ridge WWTP	Eagle Ridge Util.	Lee County	0.44 MGD
22	San Carlos WWTP	Lee County Util.	Lee County	0.30 MGD
23	Pine Island WWTP	Lee County Util.	Lee County	0.25 MGD
24	Cross Creek WWTP	Cross Creek Util.	Lee County	0.25 MGD
25	Del Vera WWTP	Hérons Glen	Lee County	0.13 MGD
26	Wulfert Point WWTP	City of Sanibel Is.	Lee County	0.13 MGD

Those facilities shown in italics are facilities located outside Lee County. These facilities will be included in the study to the extent that they might have on sizing the biosolids facility should they participate in the program in the future.

TASK 2 - PROJECTION OF FUTURE CONDITIONS

2.1 Projections for Biosolids and Residuals Quantities and Characteristics

CONSULTANT will provide projections for future quantities and characteristics of secondary sludge, digested biosolids, and dewatered biosolids from the information obtained from the COUNTY from those utilities listed in Table 1. CONSULTANT will make projections based upon existing planning statements or documents obtained from the COUNTY. Projections will be made through the planning year of 2050.

2.2 Biosolids Management Action Time Limits

CONSULTANT will obtain present hauling and disposal agreements between biosolids haulers and Lee County Utilities, along with agreements made by the seven (7) largest facilities listed in Table 1. This information will be collected by the COUNTY and given to the CONSULTANT. Based on conditions of these agreements, a schedule will be developed showing the time frame required before action is needed for each utility plus the lead time required to take necessary actions. This will indicate the point at which the individual utility will either have to continue present disposal practices (re-negotiate hauling contracts, etc.) or pursue alternate means of handling biosolids residuals.

TASK 3 - EVALUATION OF RULES AND REGULATIONS

3.1 Local Program Regulations

Disposal of biosolids often has political considerations regarding public perception which can affect decisions on management of biosolids. Since this study is to be based on a facility owned and operated by the COUNTY, it is assumed the COUNTY will advise the CONSULTANT in review comments on any local program regulations that may affect the operation or construction of a biosolids facility within Lee County. CONSULTANT will summarize specific biosolids disposal regulations and requirements identified by the COUNTY for reference and use within the Biosolids Management Plan.

3.2 Description of State Regulations

CONSULTANT will review, evaluate and identify existing FDEP biosolids disposal regulations and requirements, along with future regulations identified, based upon ongoing Technical Advisory Committee activities. A summary of the pertinent requirements and regulations will be prepared for reference and use in this Plan.

3.3 Description of Federal Regulations

CONSULTANT will review, evaluate and identify current United States Environmental Protection Agency (EPA) Standards for the Disposal of Sewage Sludge as identified in 40 Code of Federal Regulations (CFR) 503. A summary will be prepared of the pertinent regulations and requirements for future use and reference within this Plan. COUNTY will interview the Regional Administrator of EPA or designee to obtain EPA's viewpoint on future federal regulations for biosolids.

TASK 4 – PRELIMINARY MARKET REVIEW

4.1 Regional Market Review

For any potential marketable end product, a regional market review is typically performed to:

- summarize end product estimated quantity and quality
- identify end product uses, identify end product market segments / end users (such as fertilizer compounds, nursery industry, golf courses, agricultural users, Class B land applications, waste to energy applications, etc.)
- identify current market value(s) for given end use / users
- identify and provide information related to distributors
- perform and summarize preliminary solicitation of potential end users

Based on information collected in Tasks 1 and 2, the CONSULTANT will summarize the end product estimated quantity and quality and the COUNTY will then identify the end product uses, potential end users, market value of end product (if any), and any hauling or solicitation efforts needed for the end product.

4.2 Local Market Potential

The COUNTY believes there may be potential to create a local market for biosolids end products by:

- local ordinance requiring use as a soil supplement in new developments
- municipal use purposes such as landfill daily cover material
- supplement to incineration at the COUNTY's waste-to-energy facility
- special incentives

CONSULTANT will estimate end product quantity and quality that would be associated with these possible disposal alternatives. The COUNTY will identify specific alternatives that are deemed potential alternatives for implementation of local market end users.

TASK 5 - TECHNOLOGY ASSESSMENT

Based upon the results of the previous Tasks 1 through 4, CONSULTANT will conduct two phases of analysis on viable technologies for biosolids processing/disposal/reuse. The first phase will provide a technology search, telephone survey and possibly site visits to operating facilities for biosolids processing/disposal/reuse options and will also include results from the market assessment. The objective of this initial phase will be to obtain as much background and data as possible on existing relevant facilities and present it in a clear and concise form for further reference within the biosolids management plan.

The second phase of technology assessment will be to perform a desktop analysis on specific technologies that are appropriate after the initial screening. This analysis will describe the current status of each technology, and present a description of the technology requirements as they may apply to this sludge management plan. This scope envisions performing a detailed analysis and comparison of Thermal Drying (prior to incineration) and Lime Pasteurization technologies (whichever are still applicable after the market assessment) including operating histories, process descriptions, performance analyses and equipment

assessment. Thermal Reduction, Chemical Conversion, and Biological Conversion (composting) technologies will not be reviewed. Thermal Reduction is expected to have air pollution impediments in South Florida, Chemical Conversion technologies do not have a significant experience record at municipal facilities, and Biological Conversion is considered to be prohibitively difficult to control odors and maintain compost piles.

5.1 Technology Search/Site Visits

5.1.1 Technology Compilation - A compilation of currently available technology will be conducted for each biosolids category identified in 5.2 below, to develop a comprehensive base of information on proven and emerging technologies for reuse/disposal of biosolids. Findings will be summarized by major metropolitan area. The results of this compilation of data will provide direction to subsequent stages of the technology search described below.

5.1.2 Telephone Survey - The telephone survey will include contacts with up to four (4) major metropolitan areas that have a history of operation of biosolids management systems. Equipment manufacturers, EPA, as well as other research agencies will also be contacted. This will serve to update information obtained from the literature, as past experience has indicated that current operations can be up to five years beyond reported practices. It will also provide leads on evolving technologies and on operations not reported in the literature. The list of telephone contacts will initiate from the literature search, and continue to evolve throughout the program.

5.1.3 Facilities Inspections – Up to three (3) separate sites in three (3) trips to representative successful operating installations that may be applicable to this proposed biosolids system will be visited with representatives of the COUNTY. Visits will only be made at the request of the COUNTY for the benefit of County staff.

5.1.4 Trade Show Information – Upcoming WEF Conference proceedings and vendor display information will be included in this evaluation.

5.2 Alternative Technologies Evaluation

Up to seven (7) alternative technologies will be analyzed by the CONSULTANT. Typical potential technologies that would be analyzed include the technologies listed below. Selection of the technologies to be reviewed will depend upon previous data collected in this study, especially related to market assessment and ultimate disposal.

5.2.1 Thermal Drying - This subtask includes technologies such as Rotary Drum Dryers, Vertical Thin Film Dryers, Jacketed Hollow-Flight Dryers, and Fluid Bed Dryers.

5.2.2 Lime Pasteurization - This subtask includes processes such as Post Lime Stabilization, N-Viro Soil Process and Bioset.

5.3 Summary of Technology Assessment

The alternatives will be ranked based on feasibility and advantages for this region and the top four (4) alternatives will be short-listed for further consideration in this study. Once these four technology alternatives are identified, a summary memorandum will be provided to the COUNTY for review prior to the evaluation. The CONSULTANT will prepare the memorandum to identify each of the technologies which were evaluated, including a description of the technology, preliminary facility requirements, operating requirements, and advantages and disadvantages of the technology, along with the reasons for selection of the top four alternatives. A total of ten (10) hard copies and an electronic copy of this memorandum will be provided to the COUNTY. The summary will be prepared in a format for ultimate inclusion as an appendix to the Final Feasibility Report.

TASK 6 – PROCESSING SITE ASSESSMENTS

6.1 Local Sites

CONSULTANT will evaluate up to three (3) existing sites as potential locations for biosolids processing facilities. One site will be adjacent to the COUNTY's waste-to-energy incinerator site, a second will be adjacent to a COUNTY wastewater plant, and the third will be a closed land fill in Lee County (Gulf Coast Landfill). Aspects to be investigated shall include:

- Sizes, shapes and locations of land area available on the existing sites and the suitability of those parcels as sites for the above biosolids processing technologies.
- The adequacy of the site to handle side streams from the biosolids processing technologies.
- Ability to meet utility requirements (electricity, potable water, etc.) for the sludge processing technologies.
- Planned wastewater plant, waste-to-energy facility, and landfill expansions (ability to expand biosolids facility)
- Distances and routes required for hauling biosolids from participating facilities (liquid or cake).
- Compatibility with adjacent property with regards to noise, odor, aesthetics, etc.

The current use and zoning of land adjacent to the sites shall also be reviewed and recommendations made as to whether the acquisition (or retention) of adjacent property would result in other beneficial use for the sites.

For the existing sites listed above, it is assumed that electronic copies of as-built drawings will be available for the CONSULTANT's use in preparing preliminary site plan layouts and locating support utility sources needed for each technical alternative.

6.2 Other Sites

CONSULTANT will evaluate a generic biosolids processing site (in addition to the three sites noted above). A “representative” site will be selected and approved by the COUNTY. Assessments will include comparative costs of land, regulatory agency restrictions, ownership and control, wetlands, elevation, endangered species, other potential obstacles (public objections, etc.), and differential costs of facilities as a result of location, operability and transportation consideration.

TASK 7 - EVALUATION OF OVERALL PROGRAM ALTERNATIVES

7.1 Framing and Screening of Alternatives

CONSULTANT will frame a comprehensive list of alternatives based on the technologies and siting options (hereinafter called “Overall Program Alternatives”) evaluated in previous tasks, and screen these overall program alternatives in stages to develop a final recommended program(s). The COUNTY will provide input to the screening process.

First Stage Screening

CONSULTANT will evaluate the four (4) selected technical alternatives and four (4) site alternatives during the first stage screening as Overall Program Alternatives. The first stage screening will analyze the possible combinations of technical alternatives and site locations to reduce it to a more manageable number (reduce to no more than 8 combinations) by eliminating combinations clearly unacceptable due to:

- Inadequate product quality or excessive volume for proposed reuse
- Clearly prohibitive site considerations
 - Lack of Space
 - Legal/regulatory constraints
 - Unacceptable health or environmental risks
 - Sufficient degree of Public opposition
 - Ownership and control
- Excessive costs (these will be compared on an order of magnitude basis)
- Market limitations
- Risk / Reward
- Permitting
- Regulatory risk assessment
- Prohibitively high rate increase requirements

The reasons for eliminating any alternative will be documented.

Second Stage Screening

The scope for second stage screening is the analysis and further reduction of the list of overall program alternatives. The development of alternatives at this stage will be more detailed than in the first stage screening. Processing Alternatives will be described in more detail including maps, preliminary sizing and cost estimates, potential obstacles, and review of major environmental and human health risk considerations. Sites will be better defined and options eliminated where possible. A summary of the advantages and disadvantages of each alternative, including the alternative have no new program, will also be prepared.

These documents will be reviewed and those alternatives with the most severe disadvantages will be eliminated. The basis for elimination will be clearly documented and approved by the COUNTY prior to elimination.

For final alternatives (no more than four) still under consideration after this summary the following information will be developed:

- Area map showing facility locations, transportation routes, and significant land uses in the area
- A conceptual site plan for the proposed processing sites
- Summary of process technologies at each site, unit sizes, area required, etc.
- A listing of advantages and disadvantages for the alternatives.

7.2 Cost Evaluation of Alternatives after Second Screening

CONSULTANT will prepare a life cycle cost analysis, schematic site layouts, capital and O&M cost estimates, mass balances and projections of construction duration shall be identified for each alternative identified in the second screening. The costs will be a tabulation of the major process components within each alternative, presented in a range of cost format. The accuracy of the capital costs presented in this subtask will be plus fifty percent (+50%) to minus thirty percent (-30%) of actual costs based upon a feasibility level of engineering detail or a "reconnaissance" grade (order of magnitude) estimate as defined by the American Association of Cost Engineers.

Included in the cost analysis will be existing equipment already owned and operated by the participating utilities. These may include trucks, trailers, and dewatering process equipment. Cost feasibility for purchase of portable dewatering centrifuges or belt presses will also be considered since liquid biosolids may have to be received. The analysis will be specific to the COUNTY's existing biosolids operations and will specify minimum requirements for biosolids conditioning required by each alternative.

7.3 Selection

CONSULTANT will develop a system which involves weighing all of the evaluation criteria, and determines total scores and a ranking of alternatives. Threshold values will be established for each criterion, which if exceeded, would eliminate an option from consideration. CONSULTANT will prepare the initial matrix and weighting criteria for review and comment by the COUNTY prior to performing the detailed evaluation. Following this review by the COUNTY, CONSULTANT, with the COUNTY's input, will

perform an evaluation. These evaluations will be compiled to provide one overall summary evaluation.

The types of criteria that will be utilized in the evaluation include the following:

- Public acceptance
- Cost: capital and O&M
- System reliability, operability, flexibility, capacity, and reserve capacity
- Environmental impacts
- Construction impacts
- Operation impacts
- Prospective longevity of the programs
- Compatibility with wastewater treatment system
- Compatibility with other infrastructure
- Traffic and transport considerations
- Conflicting competitive land uses
- Ancillary opportunities and intangibles
- Effluent disposal or treatment of wastewater stream
- Legal constraints
- Availability of power and other utilities
- Permitting
- Potential for growth for facility
- Time considerations with respect to duration of existing disposal agreements
- Market availability and stability
- Necessary incentives

The results of the rating system will be presented in a Risk / Reward matrix form for the overall program alternatives. This will be provided to the COUNTY in summary form as an information update relative to project progress. A total of ten (10) hard copies and one electronic copy of the summary will be distributed to the COUNTY. This material will be formatted for incorporation as an appendix in the Final Report.

TASK 8 - PERMITTING ASSESSMENT

CONSULTANT will address permitting needs for the selected biosolids management option. The impacts resulting from the construction and operation of the selected option(s) will be evaluated, including impacts on water quality, air quality, noise, ecology, socioeconomic, energy, land use, and archeological and historical subjects, as appropriate to the nature of the selected option(s). This subtask will also identify potential areas which may involve environmental risk, including mitigation, for subsequent evaluation and cost impacts. Mitigation measures for any impacts will be developed for both construction and operation. The basic purpose of this Task will be to summarize the permitting efforts and estimated permitting fees that are expected to be incurred for the selected alternative, including permitting requirements for possible incineration of biosolids.

TASK 9 – FINANCIAL PLANNING CONSIDERATIONS

CONSULTANT will provide a summary of estimated costs, potential revenue, potential sources for funding, and advantages and disadvantages of funding source alternatives. The best alternative will also be compared to continuation of existing biosolids management practices (null alternative).

TASK 10 – STAFFING NEEDS

For purposes of this study, it is assumed the COUNTY will be the owner/operator of the facility. CONSULTANT will summarize the recommended staffing requirements and annual costs associated with operation and maintenance of the proposed facility.

TASK 11 – PROJECT DELIVERY METHODS

The conventional project delivery method to date has been the design / bid / award / construct approach. An alternate delivery method available for consideration is design/build. CONSULTANT will summarize and compare these two delivery method alternatives to make recommendation to the COUNTY on which procurement method to pursue.

TASK 12 – CONSIDERATIONS FOR INTER-LOCAL AGREEMENTS

Identify and summarize key issues and considerations for the establishment of inter-local agreements between the COUNTY and other utilities wishing to utilize or actively participate in the biosolids management system.

TASK 13 - BIOSOLIDS MANAGEMENT PLAN REPORT AND ADMINISTRATION

13.1 Report Preparation

CONSULTANT will prepare a final report to present the findings of all previous tasks performed as part of this scope of work with a summary of the recommended:

- Technology
- Processing Site
- Marketing and Distribution
- Program Financing and Business Outlook
- Construction Delivery

The Final Report will also provide recommendations to the COUNTY regarding the applicability of performing demonstration projects relative to the recommended biosolids management alternative. These recommendations will include a proposal for the elements to be contained in such a demonstration project and a timetable for implementation.

Ten (10) hard copies and one electronic copy of the draft report will be provided to the COUNTY for review and comment within twelve (12) months of Notice to Proceed. The draft report will be complete including the Engineer's quality control review prior

to submittal. The draft report will contain appendices presented as separate deliverables identified in subtasks of this scope of services. Comments received by the CONSULTANT from the COUNTY will be addressed / incorporated into the Final Biosolids Management Plan document. A total of ten (10) hard copies and one electronic copy of the final report will be provided to the COUNTY within three (3) weeks following receipt of the comments.

13.2 Executive Summary Preparation

CONSULTANT will prepare an executive summary of the final report. The executive summary will be used for a brief informational document for future phases of the project. Ten (10) hard copies and one electronic copy of the draft executive summary will be provided to the COUNTY for review and comment following the completion of the Final Report. All comments received by the CONSULTANT from the COUNTY will be addressed / incorporated into the final document. A total of 25 hard copies and one electronic copy of the Executive Summary will be provided to the COUNTY within two (2) weeks following receipt of final comments.

13.3 Project Management

CONSULTANT will coordinate subconsultant activities, develop and monitor a project work plan and schedule for major activities, and provide periodic updates of progress to the COUNTY.

13.4 Quality Assurance / Quality Control

CONSULTANT will perform quality assurance and quality control review with in-house peers at approximately the 30 percent, 80 percent and 100 percent completion milestones, in advance of any submittals to the COUNTY.

13.5 Presentations

CONSULTANT will develop and provide presentation charts in MS Powerpoint format to summarize results of findings at key points in the study – one (1) set for each of the planned meetings summarized below.

13.6 Meeting Participation

CONSULTANT will participate in a total of twelve (12) meetings including:

- Data compilation – four (4)
- Review of Market Assessment – one (1)
- Review of Technology and Site Assessments – one (1)
- Review of Alternative Evaluation – one (1)
- Review of Implementation, Administrative, Financial, Business, and Legal Considerations – two (2)
- Review of Biosolids Management Plan Document – two (2)

TASK 14 - WATER TREATMENT RESIDUAL SOLIDS MANAGEMENT EVALUATION

14.1 Water Treatment Residuals

Residual solids are a by product of lime softening water treatment in the Lee County area. Typically, this consists of a lime sludge that is disposed of at area landfills. There may be some benefit for integration of these operations with the new biosolids management facility operations. This may include lime recovery through drying with the recovered lime recycled for use in the water treatment process or for stabilization of the biosolids themselves (to offset purchase of commercially available lime).

As a separate deliverable, a preliminary level evaluation of the feasibility for a change in water treatment residuals management will be performed by the CONSULTANT on one selected COUNTY-owned facility. Any required laboratory testing of the lime sludge will be done separately by the COUNTY. Evaluation will be presented to the COUNTY in the form of a technical memorandum which will include costs for the construction and operation of a kiln for re-hydration of the spent lime. If a viable system is found feasible, the final report for the biosolids management plan may be revised to integrate water treatment residuals management into the biosolids management plan.

Phase II - PROCUREMENT

TASK 15 - BIOSOLIDS MANAGEMENT RFP

15.1 Site Acquisition (NOT INCLUDED IN THIS SCOPE)

If the final report includes the need for site acquisition for a new regional biosolids management facility, the COUNTY (or new biosolids management consortium) will be responsible for all such acquisition activities. Assistance for acquisition tasks can be offered as additional services if needed.

15.2 Develop Request for Proposal Documents (NOT INCLUDED IN THIS SCOPE)

If a new biosolids management facility is recommended in the final report, a Request for Proposal (RFP) with corresponding performance specifications can be developed based on the final report's recommendations. A detailed scope of work to describe the effort for developing the RFP cannot be made until the final report is complete. The scope of work, schedule, and budget is to be developed at that time. In general, the RFP should be tailored to reflect the delivery method recommended in the final report (to procure an engineer for traditional design/bid/build, procure a design/build team, or procure a construction manager at risk). Specifications are typically performance-based with drawings limited to showing the most basic layout requirements. RFP would be based on site acquisition made by the COUNTY.

As part of the scope of work for developing the RFP, the CONSULTANT should provide services for participation in the proposal solicitation process and the final evaluation of the proposals received. This would include attendance at a pre-proposal meeting, addressing questions submitted by proposers in the form of addendums to be issued by the COUNTY, participation in evaluation and selection committee meetings to rank the submitted proposals and select the highest ranked proposal, assisting the COUNTY in contract negotiations with the highest ranked proposer, and limited construction oversight services to assure compliance with the RFP requirements.

COMPENSATION AND METHOD OF PAYMENTFor Regional Wastewater Residuals Feasibility StudySection 1. BASIC SERVICES/TASK(S)

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

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	EVALUATE EXISTING CONDITIONS	\$21,839	NTE	WIPP
2	PROJECT FUTURE CONDITIONS	\$25,340	NTE	WIPP
3	EVALUATE RULES AND REGS	\$ 6,400	NTE	WIPP
4	PRELIMINARY MARKET REVIEW	\$ 5,440	NTE	WIPP
5	TECHNOLOGY ASSESSMENT	\$28,539	NTE	WIPP
6	PROCESS SITE ASSESSMENTS	\$50,120	NTE	WIPP
7	EVALUATE ALTERNATIVES	\$64,158	NTE	WIPP
8 – 12	PERMIT AND IMPLEMENTATION	\$50,339	NTE	WIPP
13	BIOSOLIDS MANAGEMENT PLAN REPORT AND ADMINISTRATION	\$45,925	NTE	WIPP
14	WATER TREATMENT RESIDUAL SOLIDS EVALUATION	\$ 9,899	NTE	WIPP
15	BIOSOLIDS MANAGEMENT RFP	TBD	TBD	
	OWNER ALLOWANCE	\$50,000	TBD	
TOTAL		\$358,000		

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 May 30, 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 May 30, 2005, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: May 30, 2005

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***
for Regional Wastewater Residuals Feasibility Study

CONSULTANT OR SUB-CONSULTANT NAME: Hazen and Sawyer, P.C.

(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)
Vice Pres. Project Director	\$54.55	3.3	\$180
Sr. Associate, Project Manager	\$48.88	3.3	\$160
Vice Pres. QA/QC Engineer	\$54.55	3.3	\$180
Principal Engineer	\$34.85	3.3	\$115
Engineer	\$28.79	3.3	\$ 95
Assistant Engineer	\$24.24	3.3	\$ 80
Sr. CADD Designer	\$27.27	3.3	\$ 90
Technician	\$19.70	3.3	\$ 65
Administration Support	\$15.15	3.3	\$ 50

*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: May 30, 2005

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for Regional Wastewater Residuals Feasibility Study

CONSULTANT OR SUB-CONSULTANT NAME: TKW

(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)
Vice Pres. Project Director	\$53.03	3.3	\$175
Sr. Associate, Project Manager	\$45.46	3.3	\$150
Vice Pres. QA/QC Engineer	\$53.03	3.3	\$175
Principal Engineer	\$30.30	3.3	\$100
Engineer	\$25.76	3.3	\$ 85
Assistant Engineer	\$22.73	3.3	\$ 75
Sr. CADD Designer	\$27.27	3.3	\$ 90
Technician	\$16.67	3.3	\$ 55
Administration Support	\$15.15	3.3	\$ 50

*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: May 30, 2005

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for Regional Wastewater Residuals Feasibility Study

CONSULTANT OR SUB-CONSULTANT NAME: TKW
 (A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.405/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals: Breakfast, Lunch & Dinner Specified	*Unless Otherwise *In accordance with the Runzheimer rate service for Travel utilizing the "average"
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT CDate: May 30, 2005TIME AND SCHEDULE OF PERFORMANCEfor Regional Wastewater Residuals Feasibility Study

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
1	EVALUATE EXISTING CONDITIONS	20 days	20 days
2	PROJECT FUTURE CONDITIONS	20 days	40 days
3	EVALUATE RULES AND REGS	15 days	55 days
4	PRELIMINARY MARKET REVIEW	15 days	55 days
5	TECHNOLOGY ASSESSMENT	45 days	90 days
6	PROCESS SITE ASSESSMENTS	75 days	165 days
7	EVALUATE ALTERNATIVES	45 days	210 days
8 – 12	PERMIT AND IMPLEMENTATION	30 days	240 days
13	BIOSOLIDS MANAGEMENT PLAN REPORT AND ADMINISTRATION	45 days	285 days
14	WATER TREATMENT RESIDUAL SOLIDS EVALUATION	15 days	300 days
15	BIOSOLIDS MANAGEMENT RFP	TBD	TBD

EXHIBIT D

Date: May 30, 2005

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

for Regional Wastewater Residuals Feasibility Study

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
Local interface, Permit needs	TKW Consulting Engineers, Inc. 5621 Banner Drive Fort Myers, FL 33912	X		W		X

Date: May 30, 2005

PROJECT GUIDELINES AND CRITERIA

for Regional Wastewater Residuals Feasibility Study

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

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

Item No. 1

NONE

TRUTH IN NEGOTIATION CERTIFICATE

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

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

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

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

 Hazen and Sawyer, P.C.

BY:

 Damann L. Anderson

TITLE:

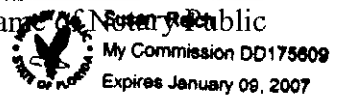
 Vice President

The foregoing instrument was signed and acknowledged before me this 15th day of SEPT 2005,
 Damann L. Anderson who has produced Florida D.L. #A536-172-54-057-0 as
(Print or Type Name) (Type of Identification and Number)

identification.

 Susan Reich
Notary Public Signature

 SUSAN REICH
Printed Name



Notary Commission Number/Expiration

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
NYC-001707587-04

PRODUCER

Marsh USA Inc.
1166 Avenue of Americas
New York, NY 10036
Attn: John Burkart 212-345-6294

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

700402--2005

INSURED

HAZEN & SAWYER
498 7th Ave.
New York, NY 10018

COMPANY
A HARTFORD CASUALTY INS CO

COMPANY
B TWIN CITY FIRE INSURANCE CO

COMPANY
C ILLINOIS NATIONAL INSURANCE CO.

COMPANY
D

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below. **2**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT Aggregate is per project	10UENUU0960	03/29/05	03/29/06	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> DEDUCTIBLE	10UENUU0960	03/29/05	03/29/06	COMP/COLLISION \$1000 COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
C	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	BE 2684574	03/29/05	03/29/06	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	10WBGD5842	03/29/05	03/29/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EACH EMPLOYEE \$ 1,000,000
A	OTHER Property (Special)	10UUNUU0890	03/29/05	03/29/06	Property (Limit) 11,254,324 (Deductible) 5,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are included as Additional Insureds as respects General Liability.

CERTIFICATE HOLDER

Lee County Board of County Commissioners
Attn: Risk Management
P.O. Box 398
Fort Meyers, FL 33902

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Donna J. DiDonato

Donna J. DiDonato

MM1(3/02)

VALID AS OF: 04/13/05

MEMORANDUM OF INSURANCE--
ARCHITECTS/ENGINEERS
PROFESSIONAL AND POLLUTION
INCIDENT LIABILITY

ARCHITECTS/ENGINEERS PROFESSIONAL
AND POLLUTION INCIDENT LIABILITY
POLICY
CONTINENTAL CASUALTY COMPANY
(CNA)

To:
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
ATT: RISK MANAGEMENT
P.O. BOX 398
FORT MEYERS, FL 33902-0398

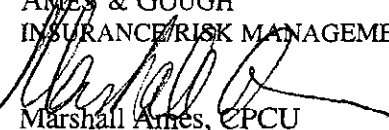
As set forth below, the named insured has in force, on the date indicated, a policy of Architects/Engineers Professional And Pollution Incident Liability insurance issued by Continental Casualty Company (CNA), with a limit of liability of not less than the amount indicated.

This memorandum is issued as a matter of information only and confers no rights upon the holder. By its issuance, it does not alter, change, modify or extend the provisions of said policy and does not waive any rights thereunder.

Name of Insured: **HAZEN AND SAWYER, P.C.**
Address of Insured:
498 SEVENTH AVENUE
NEW YORK, NY 10018

Policy Period:
3/29/2005 TO 3/29/2006
Limit Of Liability - Per Claim:
\$1,000,000.00
Limit of Liability - Annual Aggregate:
\$1,000,000.00

Policy Number:
AEA 00-823-14-89

AMES & GOUGH
INSURANCE/RISK MANAGEMENT, INC.

Marshall Ames, CPCU
September 15, 2005

#7506

Date: May 30, 2005

AMENDMENT TO ARTICLES

for Regional Wastewater Residuals Feasibility Study

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:

None