

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

Blue Sheet No. 20051599

**1. ACTION REQUESTED/PURPOSE:** Award Professional Services Agreement for CN-04-19 COLONIAL BOULEVARD – I-75 TO SR 82 SIX LANING, to WilsonMiller, Inc., in the not-to-exceed amount of \$1,853,282.49. Also authorize Chairman to execute the Agreement on behalf of the Board. This project was anticipated and funds are available.

**2. WHAT ACTION ACCOMPLISHES:** Provides Lee County with a Consultant to conduct surveys, develop sign alternative, prepare environmental impact summary, develop traffic data, right-of-way maps, final plans and specifications, coordinate all utility system adjustments, prepare cost estimates, bid documents, contract documents, all governmental permits and traffic signal design and/or modifications for the intersections of Colonial/Ortiz, Colonial/I-75, Colonial/Treeline and Colonial/SR 82.

**3. MANAGEMENT RECOMMENDATION:** Approval recommended.

<b>4. Departmental Category:</b> 09 Transportation <b>C9A</b>		<b>5. Meeting Date:</b> <b>11-29-2005</b>
<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b>	
	Statute _____	
	Ordinance _____	
	<input checked="" type="checkbox"/> Admin. Code <b>AC-4-4</b>	
	Other _____	
		<b>8. Request Initiated:</b> Commissioner _____ Department <u>Transportation</u> Division _____ By: <b>Scott Gilbertson, Director</b>

**9. Background:**

On October 26, 2004, the Board approved the ranking of consultants and authorized negotiations to commence with the number one ranked firm. The ranking was as follows: (1) WilsonMiller; (2) Barraco & Associates; (3) Kisinger Campo & Associates; and (4) AIM Engineering.

Negotiations were successful with the number one ranked firm, WilsonMiller, Inc., in the not-to-exceed amount of \$1,853,282.49.

Attachments: (1) Two (2) Professional Service Agreements for execution.

Funds are available in the following account: 20405418803.506510

**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>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

**RECEIVED BY COUNTY ADMIN:**  
 11-14  
 4:30  
**COUNTY ADMIN FORWARDED TO:**  
 11-17-05  
 9am

Rec. by CoAtty  
 Date: 11/14/05  
 Time: 1:00pm  
 Forwarded To:

**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 WilsonMiller, Inc., hereinafter referred to as the "CONSULTANT".

**WITNESSETH**

WHEREAS, the COUNTY desires to obtain the professional Engineering services of said CONSULTANT to provide and perform professional services as further described hereinafter concerning the Project to be referred to and identified as:

Colonial Blvd - I-75 to SR 82 Six Laning, and

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

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

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

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

**ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES**

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

**ARTICLE 2.00 - DEFINITIONS**

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

## 2.01 COUNTY

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

## 2.02 CONSULTANT

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

## 2.03 PROFESSIONAL SERVICES

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

## 2.04 SUB-CONSULTANT

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

## 2.05 SUBCONTRACTOR

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

## 2.06 PROJECT

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

## 2.07 BASIC SERVICES

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

## 2.08 ADDITIONAL SERVICES

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

## 2.09 CHANGE ORDER

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

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

In the event the County decides to delete all, or portions, of the Scope of Services, Task(s), or Requirements set forth in the initial Agreement, Supplemental Task Authorizations or previously authorized Change Orders, the COUNTY may do so by the unilateral issuance of a written Change Order to the CONSULTANT. Such a unilaterally issued Change Order shall set forth, if appropriate, (1) an agreement by both the COUNTY and the CONSULTANT establishing changes in the amount of compensation to be paid the CONSULTANT as a result of the deletion or decrease in services required, or (2) in the absence of such an agreement concerning compensation, the unilaterally issued Change Order shall set forth the basis to be used in subsequently considering, and reaching agreement on change(s) in the compensation to be paid the CONSULTANT. The failure on the part of the CONSULTANT to execute a Change Order issued unilaterally by the COUNTY to effect a deletion or decrease in the services required shall

have no effect on, or otherwise prevent the COUNTY from exercising its rights to direct the stated deletion or decrease in the services to be provided or performed by the CONSULTANT.

## 2.11 SUPPLEMENTAL TASK AUTHORIZATION

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

## 2.12 DEPARTMENT DIRECTOR

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

## 2.13 PROJECT MANAGER

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

2.14      LUMP SUM FEE(S)

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

2.15      NOT-TO-EXCEED FEE(S)

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

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

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

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

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

with the understanding and agreement that the CONSULTANT'S invoices and all payments to be made for all Not -to-Exceed amounts shall be

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

### ARTICLE 3.00 - OBLIGATIONS OF THE CONSULTANT

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

#### 3.01 LICENSES

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

#### 3.02 PERSONNEL

##### (1) QUALIFIED PERSONNEL

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

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

The CONSULTANT agrees to employ and designate, in writing, a qualified and, if required by law, a licensed professional to serve as the CONSULTANT'S Project Director. The CONSULTANT'S Project Director shall be authorized and responsible to act on behalf of the CONSULTANT



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

### (3) REMOVAL OF PERSONNEL

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

### 3.03 TIMELY ACCOMPLISHMENT OF SERVICES

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

### 3.04 STANDARDS OF PROFESSIONAL SERVICE

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



Additional Services to the services set forth in the Agreement.

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) RESPONSIBILITY TO CORRECT

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

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

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

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

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

If, in response to its solicitation, the COUNTY receives less than three bids or priced proposals for a project, there is the potential that such bids or priced proposals may not be a realistic representation of the costs expected to be associated

with the project. If under such circumstances, and if in the professional judgment of the CONSULTANT, the low bid or the low priced proposal received from a responsive bidder or proposer does not realistically represent the costs associated with the project, the CONSULTANT may deem it appropriate to recommend the COUNTY reject any such bid(s) or priced proposal(s). If under such circumstances the COUNTY concurs with the CONSULTANT'S recommendation and rejects the bid(s) or priced proposal(s), the COUNTY will not hold the CONSULTANT responsible to, nor will the COUNTY require the CONSULTANT to, modify the specifications, design, drawings and related bidding and contract documents as set forth hereinbefore.

### 3.10 PERMITS

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

### 3.11 ADDITIONAL SERVICES

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

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

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

Each such "SUPPLEMENTAL TASK AUTHORIZATION" or "CHANGE ORDER" shall

set forth a comprehensive, detailed description of: (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing said ADDITIONAL SERVICES.

3.12 TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

3.13 COMPLETION OF TASKS

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

3.14 AFFIRMATIVE ACTION BY CONSULTANT WHEN ENGAGING SUB-CONSULTANTS

Florida statute #287.042(4)(f) establishes that agencies, including Lee County, are encouraged to spend twentyfive (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 fieldwork days and/or work hours.

### ARTICLE 5.00 - COMPENSATION AND METHOD OF PAYMENT

#### 5.01 BASIC SERVICES

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

#### 5.02 ADDITIONAL SERVICES

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

#### 5.02 ADDITIONAL SERVICES (Continued)

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

5.03      METHOD OF PAYMENT

(1)    MONTHLY STATEMENTS

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

(2)    PAYMENT FOR SERVICES PERFORMED

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

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

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

### (3) PAYMENT SCHEDULE

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

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

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

#### 5.05 PAYMENT WHEN SERVICES ARE SUSPENDED

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

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

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the

subsequent issuance of SUPPLEMENTAL TASK AUTHORIZATION(S) and/or CHANGE ORDER(S), other than receiving the compensation set forth in Sub-Articles 5.04 and 5.05, the CONSULTANT shall not be entitled to receive compensation

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

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

ARTICLE 6.00 - TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

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

6.02 TIME OF PERFORMANCE

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

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

6.03 CONSULTANT WORK SCHEDULE

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

the CONSULTANT'S planned and actual work progress can be readily determined. The CONSULTANT'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the CONSULTANT to the COUNTY on a monthly basis.

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

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

**ARTICLE 7.00 - SECURING AGREEMENT**

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

**ARTICLE 8.00 - CONFLICT OF INTEREST**

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

If CONSULTANT, for itself and on behalf of its sub consultants, 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**

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 the 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 SUB CONTRACTORS", 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 the ir 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 fo r 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 failu re 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 wi ll 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.
- (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:

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

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

None

13.01 INSURANCE COVERAGE TO BE OBTAINED Continued

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

13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

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

- (D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

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

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

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

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

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

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

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

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

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

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

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

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

13.03 - INSURANCE COVERAGES REQUIRED

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

(1) WORKERS' COMPENSATION

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

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

(2) COMMERCIAL GENERAL LIABILITY

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

- (A) Minimum limits of \$100,000 per occurrence and \$300,000 aggregate

for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.

- (B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.
- (C) Such additional requirements as are set forth in Article 13.01 and 13.02 hereinabove.

(3) BUSINESS AUTOMOBILE LIABILITY

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

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

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

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

**ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT**

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

**ARTICLE 15.00 - REPRESENTATION OF THE COUNTY**

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

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

**ARTICLE 17.00 - MAINTENANCE OF RECORDS**

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

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

**ARTICLE 18.00 - HEADINGS**

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



**ARTICLE 19.00 - ENTIRE AGREEMENT**

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

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

- (1) EXHIBIT "A" entitled "Scope of Professional Services" dated October 19, 2005.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated October 19, 2005.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated October 19, 2005.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)", dated October 19, 2005.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated October 19, 2005.
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated October 19, 2005.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles", dated October 19, 2005.

**ARTICLE 20.00 - NOTICES AND ADDRESS OF RECORD**

**20.01 NOTICES BY CONSULTANT TO COUNTY**

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

Lee County Board of County Commissioners  
Post Office Box 398  
Fort Myers, Florida 33902-0398  
Department: Lee County DOT Attn: Nicole Maxey, P.E.

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:

WilsonMiller, Inc.  
(CONSULTANT'S Business Name)  
3200 Bailey Lane Suite 200  
(Street/P.O. Box)  
Naples      FL      34105-8522  
(City)      (State)      (Zip Code)  
Telephone Number: 239-649-4040  
Fax Number: 239-263-6465  
ATTENTION: Wayne Hartt, P.E.  
Project Director

20.03      CHANGE OF ADDRESS OF RECORD

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

ARTICLE 21.00 - TERMINATION

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

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.

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 of the Board

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

APPROVED AS TO FORM

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

ATTEST:

\_\_\_\_\_

Wayne P. Huff  
(witness)

wilsonmiller, Inc  
(CONSULTANT)  
BY: John H. Dewinkler  
(Authorized Signature)  
John H. Dewinkler, P.E.

Valerie Woods  
(witness)

Sr. Vice President, Transportation  
(Title)

DATE: October 19, 2005

CORPORATE SEAL:

## EXHIBIT A

Date: October 19, 2005

### SCOPE OF SERVICES

for Colonial Blvd. I-75 to SR 82 Six Laning

### 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.

The scope of this project will encompass the widening from four lanes to six lanes of Colonial Boulevard from Ortiz Avenue to SR 82.

Ortiz Avenue to Forum Boulevard will include providing six lanes in this section and improvements to the eastbound interstate accesses to better facilitate movement of traffic onto the Interstate.

Forum Boulevard to SR 82 will include widening to six lanes including the bridge crossing the Six Mile Cypress Slough.

The Consultant shall conduct surveys, develop design alternatives, prepare an environmental impact summary, develop traffic data, prepare right of way maps, final plans and specifications, coordinate all utility system adjustments, prepare cost estimates, bid documents, contract documents, all government permit applications which may be required from the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection (FDEP), the Florida Department of Transportation (FDOT), the South Florida Water Management District (SFWMD), the Environmental Protection Agency (EPA) and the Lee County Department of Community Development for the roadway project.

#### 1.1 PROJECT DESCRIPTION

The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies. The CONSULTANT shall use the approved concepts contained in the Alternatives Report as the basis for the design unless otherwise directed by the COUNTY.

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

### 1.1.1 ROADWAY

Plan Type: Plan /Profile, Contract Plans per FDOT Plans Preparation Format

Typical Section:

Segment 1 (West of Six Mile Cypress Slough Bridge) - Widen and resurface existing 4 lanes to 3- travel lanes (12 ft wide) in each direction. 12 ft wide shoulders, (5-foot paved), and 8'wide pathways on both sides of the roadway.

Segment 2 (East of Six Mile Cypress Slough Bridge) - Widen and resurface existing 4 lanes to 3- travel lanes (11 ft wide) in each direction. 10 ft wide shoulders, (4-foot paved), and 8'wide pathways on both sides of the roadway

Limits:

Segment 1: West of Ortiz Avenue to the beginning of the 6 Mile Cypress Slough Bridge.

Segment 2: Beginning of 6 Mile Cypress Slough Bridge to East of SR 82

Variations/Exceptions: Possible Variations for shoulder width and/or horizontal clearance under I-75 Bridge.

Level of TCP Plans: Level III (detailed plan sheets) for Segment 1 to demonstrate full ramp access during construction; Level I(typical details and notes) for Segment 2

Temporary Signals: Maintain existing signalized intersections.

Temporary Lighting: Maintain existing lighting where provided.

Temporary Drainage: Existing drainage patterns shall be maintained during construction.

### 1.1.2 DRAINAGE

Segment 1: Design a combination of storm sewer and open ditches as appropriate to meet FDOT criteria. Modify existing stormwater management facilities located in the infield areas of the interchange. Meet Water Management District requirements for water quality and peak discharge rates.

Segment 2: Design open ditches and off-site stormwater management ponds. No pond siting report will be required. It is anticipated that 4 off-site pond locations will be determined after consideration of existing and proposed land use, environmental factors, and hydraulic feasibility along the corridor.

### 1.1.3 UTILITY COORDINATION

The CONSULTANT is responsible for coordinating with the individual utility companies to secure plan markups indicating the disposition of each utility along the project. Obtain from UAO's Utility Work Schedules for inclusion in the contract documents.

#### 1.1.4 PERMITS

Permits are expected from the United States Army Corps of Engineers (USACE), the South Florida Water Management District (SFWMD), the Florida Department of Environmental Protection (FDEP), and the Florida Dept of Transportation (FDOT). CONSULTANT will clarify and document the anticipated water management design criteria with the SFWMD prior to design of the stormwater management facilities. The COUNTY anticipates monetary participation in private mitigation banks or participation in an off-site regional mitigation project for the wetland impacts associated with the project.

#### 1.1.5 STRUCTURES

##### Bridges:

Segment 1 – none

Segment 2:

Bridge Nos. 124070 & 12407: twin 500' long medium span AASHTO girder bridges. Typical Section: Bridge widening to the outside for 3 lanes in each direction with 10 ft-wide inside and outside shoulders.

##### Type of Bridge Structure Work:

BDR: Investigate bridge widening alternatives with respect to construction costs, constructability, and permitability for various widening scenarios including widening towards the median vs. widening to the outside.

Medium Span Concrete - Design for widening of bridges according to the BDR recommendations.

##### Miscellaneous Structures:

Segment 1:

2 Box Culvert Extensions,

5 mast arm signal supports at I-75 ramps

1 suspended box span wire support system at SR 82.

2 overhead cantilever sign structures at I-75 ramp approaches.

2 overhead span sign structures at I-75 ramp approaches.

Segment 2:

2 Box Culvert Extensions

1 Concrete Strain Pole signal support configuration (Box Span) at intersection with Treeline Ave

Double-arm mast arm signal supports at intersection with SR 82

#### 1.1.6 Signing and Pavement Markings

##### Segment 1:

2 cantilever sign structures, 1 each for westbound and eastbound ramp approaches.

2 overhead span sign structures, 1 each for westbound and eastbound ramp approaches.



Segment 2: no special sign supports

#### 1.1.7 SIGNALS / TRAFFIC STUDIES

Signalized Intersections:

Segment 1:

6 Mile Cypress Pkwy / Ortiz Avenue: Coordination only, design by others.

I-75 Ramps: 1 double mast arm support, 4 single mast arm supports

Forum Blvd: Coordination only, design by others.

Segment 2:

Treeline Avenue: Coordination only, design by others.)

SR 82: 4 double mast arm supports.

Traffic Data Collection:

Segment 1:

Collect AM and PM peak hour turning movement counts at the following locations:

6 Mile Cypress / Ortiz Avenue

I-75 SB ramps

I-75 NB ramps

Forum Blvd

Segment 2:

Collect AM and PM peak hour turning movements count at the following locations:

Treeline Avenue

Traffic Studies:

For the above described intersections

Prepare a Design Traffic Report to include an analysis of Design Year (2015) Traffic. The analyses will include daily, p.m. peak hour, and a.m. peak hour conditions.

Develop design traffic volumes using the Lee MPO 2010 and the FDOT 2030 I-75 PD&E Travel Demand Models, and supplemented by trend analyses where needed. Model files, set-up information, and available historical traffic count data will be provided to CONSULTANT by the Lee MPO, Lee DOT or FDOT as appropriate. Review the initial model outputs to determine if the results can be used "unadjusted" or if modifications to either the model or the results are necessary. The COUNTY will approve the final model forecasts to be used in the analyses.

Develop lane configuration /geometric recommendations for existing and planned intersections within the project limits. Develop turning movement forecasts based upon approved and/or planned land use project data. Available Traffic Impact Studies will be provided the COUNTY.

Develop an access management plan that is consistent to the maximum extent feasible with the adopted Lee County access management guidelines.

CONSULTANT will research and compile information on all approved land use projects likely to directly impact intersections within the corridor. Consider future development potential for those lands that are not yet the subject of an approved development plan.

#### 1.1.8 LIGHTING

Design roadway lighting for project limits utilizing Lee DOT Traffic Section standards.

#### 1.1.9 LANDSCAPE ARCHITECTURE

Planting Plans: Design landscaping in accordance with Lee County roadway landscape palette. Limits are from the Six Mile Cypress Slough to SR 82.

Irrigation Plans: Provide landscape irrigation system for limits described for planting plans.

Hardscape Plans: None

#### 1.1.10 SURVEY

Design Survey:

Limits: Provide topographic and Digital Terrain Model from 1000 ft west of 6 Mile Cypress / Ortiz Ave to 1000' east of SR 82 including 25 feet outside the existing right-of-way line. Include a minimum distance of 300 ft back on all side street connections.

Right of Way Survey: Establish existing right-of-way line.

#### 1.1.11 PHOTOGRAMMETRY

None

#### 1.1.12 MAPPING

Control Survey Map: None

Right-of-Way Map: None

Maintenance Map: None

Miscellaneous Items: Provide Parcel Sketches and Legal Descriptions for 4 pond sites

#### 1.1.13 GEOTECHNICAL

SPT Borings:

10 100 ft. deep for proposed bridge widening

12 50 ft. deep for signal poles

Auger Borings

24 25 ft. deep for retention ponds

370 5 ft. deep along proposed roadway

#### 1.1.14 ARCHITECTURE

None

1.1.15 JOINT PROJECT AGREEMENTS

None

1.1.16 SPECIFICATIONS PACKAGE

The CONSULTANT shall prepare, sign and seal the project specifications package which will contain the appropriate modifications to the FDOT Standard Specifications for Road and Bridge Construction, 2004.

1.1.17 PUBLIC INVOLVEMENT

Segment 1: Prepare presentation materials and attend 1 Public Meeting at the 90% Plans stage.

Segment 2: Attend 1 meeting with adjacent landowners/developers and the 60% Plans stage. Prepare presentation materials and attend 1 Public Meeting at the 90% Plans stage.

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".

Note: Tasks are intentionally numbered beginning with the first task assigned number "3".

- 3 PROJECT GENERAL TASKS: Project General Tasks are applicable to the project as a whole and are described in Sections 3.1 through 3.6 of this Scope of Service.

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

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

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications. The Technical Special Provisions shall be technical in nature and shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. The Technical Special Provisions will be reviewed for suitability in accordance with the Handbook for Preparation of Specification Package.

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

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

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

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

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

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

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

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

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

3.1 Public Involvement

Public involvement is an important aspect of the project development process. Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. Property owners adjacent to the project, including those not subject to right-of-way acquisition shall be informed about the project.

3.2 Joint Project Agreements

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

3.3 Specifications Package Preparation

The CONSULTANT shall prepare and provide a complete specifications package, including applicable Technical Special Provisions, for all items and areas of work. The Specifications Package will contain modifications to the FDOT Standard Specifications for Road and Bridge Construction.

3.4 Contract Maintenance

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

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

3.6 Prime Project Manager Meetings

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

## 4 ROADWAY ANALYSIS

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

4.1 Typical Section Package

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

4.2 Pavement Design Package

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

4.3 Access Management

The CONSULTANT shall incorporate access management standards for each project in coordination with COUNTY staff. The CONSULTANT shall review adopted access management standards and the existing access conditions

(interchange spacing, signalized intersection spacing, median opening spacing, and connection spacing). Median openings that will be closed, relocated, or substantially altered shall be shown on plan sheets and submitted with supporting documentation for review with the Phase I plans submittal.

The COUNTY shall provide access management classification information and information derived from prior studies and public hearings to be used by the CONSULTANT.

4.4 Horizontal/Vertical Master Design Files

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

4.5 Cross Section Design Files

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

4.6 Traffic Control Analysis

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

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

4.7 Master TCP Design Files

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

4.8 Design Variations and Exceptions

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

4.9 Design Report

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

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

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

4.10 Computation Book and Quantities

The CONSULTANT shall prepare the Computation Book and various Summary of Quantities sheets. This includes all efforts required to develop the Computation Book and the supporting documentation, including construction days when required.

4.11 Cost Estimate

4.12 Technical Special Provisions

4.13 Field Reviews

4.14 Technical Meetings

4.5 Cross Section Design Files

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

4.16 Independent Peer Review

4.17 Supervision

4.18 Coordination

5 ROADWAY PLANS

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

5.1 Key Sheet

5.2 Summary of Pay Items Including Quantity Input

5.3 Drainage Map

5.4 Interchange Drainage Map-not applicable to this project

5.5 Typical Section Sheets

5.6 General Notes/Pay Item Notes

5.7 Summary of Quantities

5.8 Box Culvert Data Sheet

5.9 Bridge Hydraulics Recommendation Sheets

5.10 Summary of Drainage Structures

5.11 Optional Pipe/Culvert Material

5.12 Project Layout

5.13 Plan/Profile Sheet-not applicable to this project

5.14 Profile Sheet

5.15 Plan Sheet

5.16 Special Profile

5.17 Back of Sidewalk Profile Sheet

5.18 Interchange Layout Sheet



- 5.18 Interchange Layout Sheet (Not applicable to this project)
- 5.19 Ramp Terminal Details (Plan View)
- 5.19 Ramp Terminal Details (Plan View) (Not applicable to this project)
- 5.20 Intersection Layout Details
- 5.21 Miscellaneous Detail Sheets
- 5.22 Drainage Structure Sheet
- 5.23 Miscellaneous Drainage Detail Sheets
- 5.24 Lateral Ditch Plan/Profile-not applicable to this project
- 5.25 Lateral Ditch Cross Sections-not applicable to this project
- 5.26 Retention/Detention Ponds Detail Sheet
- 5.27 Retention Pond Cross Sections
- 5.28 Cross-Section Pattern Sheet
- 5.29 Roadway Soil Survey Sheet
- 5.30 Cross Sections
- 5.31 Traffic Control Plan Sheets
- 5.32 Traffic Control Cross Section Sheets
- 5.33 Traffic Control Detail Sheets
- 5.34 Utility Adjustment Sheets
- 5.35 Selective Clearing and Grubbing-not applicable to this project
- 5.36 Erosion Control Plan-not applicable to this project
- 5.37 SWPPP
- 5.38 Project Control Network Sheet
- 5.39 Interim Standards-not applicable to this project
- 5.40 Utility Verification Sheet (SUE Data) -not applicable to this project
- 5.41 Quality Assurance/Quality Control
- 5.42 Supervision

## 6 DRAINAGE ANALYSIS

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

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

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

- 6.1 Determine Base Clearance Water Elevation
  - Analyze, determine, and document high water elevations which will be used to set roadway profile grade. Determine surface water elevations at cross drains, floodplains, outfalls and **adjacent** stormwater ponds. Determine groundwater elevations at intervals between the above-mentioned surface waters.

- 6.2 Pond Siting Analysis and Report  
Evaluate pond sites using a preliminary hydrologic analysis. Document the results and coordination for all of the project's pond site analyses. The Drainage Manual provides specific documentation requirements.
- 6.3 Design of Cross Drains  
Analyze the hydraulic design of cross drains. Check existing cross drains to determine if they are structurally sound and can be extended. Document the design as required. Determine and provide flood data as required.
- 6.4 Design of Roadway Ditches  
Design roadway conveyance ditches. This includes determining ditch cross sections, grades, selecting suitable channel lining, designing the side drain pipes, and documentation.
- 6.5 Design of Outfalls  
Analyze and document the design of ditch or piped outfalls. (Pond outlet structure included in task 6.6)
- 6.6 Design of Stormwater Management Facility (Offsite Pond)  
Design stormwater management facilities to meet requirements for stormwater quality treatment and attenuation. Develop proposed pond layout (shape, contours, slopes, etc.), perform routing calculations, and design the outlet control structure.
- 6.7 Design of Stormwater Management Facility (Roadside Ditch as Linear Pond) -  
Design stormwater management facilities to meet requirements for stormwater quality treatment and attenuation. Develop proposed pond layout (shape, contours, slopes, etc.), perform routing calculations, and design the outlet control structure.
- 6.8 Design of Flood Plain Compensation Area-  
Determine flood plain encroachments, coordinate with regulatory agencies, and develop proposed compensation area layout (shape, contours, slopes, etc.). Document the design following the requirements of the regulatory agency.
- 6.9 Design of Storm Drains  
Develop a "working drainage map", determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine Design Tailwater and, if necessary, outlet scour protection.
- 6.10 Optional Culvert Material  
Determine acceptable options for pipe materials.
- 6.11 French Drain Design-not applicable to this project  
Design French Drain Systems to provide stormwater treatment and attenuation. Identify location for percolation tests and review these, determine the size and length of French Drains, design the control structure/weir, and model the system of inlets, conveyances, French Drains, and other outfalls using a routing program such as ICPR.
- 6.12 Drainage Wells not applicable to this project  
Design the discharge into deep wells to comply with regulatory requirements. Identify the location of the well, design the control structure/weir, and model the system using a routing program such as ICPR.

- 6.13 Drainage Design Documentation Report  
Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except the Pond Siting Analysis Report and Bridge Hydraulics Report.
- 6.14 Bridge Hydraulics  
Calculate hydrology, hydraulics, scour, and deck drainage. Prepare No-Rise Certification and perform scour analysis. No formal Bridge Hydraulics report is required.
- 6.15 Temporary Drainage Analysis  
Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Provide documentation.
- 6.16 Cost Estimate
- 6.17 Technical Special Provisions
- 6.18 Field Reviews
- 6.18 Field Reviews
- 6.20 Quality Assurance/Quality Control
- 6.21 Independent Peer Review not applicable to this project
- 6.22 Supervision
- 6.23 Coordination

## 7.0 UTILITIES

The CONSULTANT shall coordinate all efforts through the COUNTY.

- 7.1 Kickoff Meeting
- 7.2 Identify Existing UAO(s)
- 7.3 Make Utility Contacts  
The CONSULTANT shall provide copies of the 60% approved plans to each UAO for posting of existing and proposed utility information. The CONSULTANT shall transfer to the plans the utility location information provided by the utility owners.
- 7.4 Exception Coordination (Not applicable for this project.)
- 7.5 Preliminary Utility Meeting  
The CONSULTANT shall attend a meeting with all affected utility agencies when Phase II roadway plans are complete and approved. The CONSULTANT shall be prepared to discuss drainage, traffic signalization, and maintenance of traffic to the extent that they may have an affect on existing or proposed utility facilities. The CONSULTANT shall record and distribute detailed minutes of the Pre-Design Meeting.
- 7.6 Individual/Field Meetings Conduct individual on-site meetings as necessary.
- 7.7 Collect and Review Plans and Data from UAO(s)
- 7.8 Subordination of Easements Coordination (Not applicable for this project.)
- 7.9 Utility Design Meeting  
The CONSULTANT shall receive from each utility affected by the planned improvements one set of color coded plans depicting the disposition of their facilities, and approved by the District Utilities Department.  
The CONSULTANT shall transfer final utility location information to the plans that shall be included in the roadway plans package as Utility Adjustment Plan Sheets.

The CONSULTANT shall review each utility companies marked plans depicting the disposition of their facilities. The CONSULTANT shall prepare a utility conflict matrix indicating conflicts with utility facilities and proposed roadway construction, as well as existing/proposed utility facilities within the limits of the project.

- 7.10 Review Utility Markups and Work Schedules and Processing of Schedules and Agreements
- 7.11 Utility Coordination/Followup Follow up as necessary to obtain necessary information from UAO's
- 7.12 Utility Constructability Review Review proposed disposition of utilities for constructability
- 7.13 Additional Utility Services  
The CONSULTANT shall prepare the Utility Adjustment sheets, notes, and details necessary to complete the Utility Adjustment plans.
- 7.14 Processing Utility Work by Highway Contractor (UWHC) (Not applicable for this project)
- 7.15 Contract Plans to UAO(s)
- 7.16 Certification/Close-Out

## 8 ENVIRONMENTAL PERMITS

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

- 8.1 Preliminary Project Research  
The CONSULTANT shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure that design efforts are properly directed toward permit requirements.
- 8.2 Complete Permit Involvement Form  
The CONSULTANT shall document permit involvement in coordination with the District Permit Coordinator and COUNTY Project Manager. To be done upon completion of preliminary project research.
- 8.3 Establish Wetland Jurisdictional Lines  
The CONSULTANT shall collect all data and information necessary to determine the boundaries of wetlands and surface waters defined by the rules or regulations of each agency processing or reviewing a permit application necessary to construct a COUNTY project.

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

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

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

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

Acquire written verification of jurisdictional lines from the appropriate environmental agencies.

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

8.4 Agency Verification of Wetland Data

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

8.5 Complete and Submit All Required Permit Applications

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

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

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

8.6 Prepare Dredge and Fill Sketches

8.7 Prepare USCG Permit Sketches-(not applicable to this project)

8.8 Prepare Easement Sketches-(not applicable to this project)

8.9 Prepare Right-of-Way Occupancy Sketches-(not applicable to this project)

8.10 Prepare Coastal Construction Control Line (CCCL) Permit Sketches-(not applicable to this project)

8.11 Prepare Tree Permit Information-(not applicable to this project)

8.12 Mitigation Coordination and Meetings

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

responsible for coordinating the proposed mitigation plan with the environmental agencies.

8.13 Mitigation Design

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

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

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

Monetary participation in offsite regional mitigation plans

Monetary participation in a private mitigation bank

8.14 Environmental Clearances

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

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

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

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

Contamination Impact Analysis: The CONSULTANT shall perform the necessary analysis to complete the Contamination Screening Evaluation (Level 1) for the pond and/or mitigation sites and complete the Contamination Screening Evaluation Report.

8.15 Technical Meetings

8.16 Quality Assurance/Quality Control

8.17 Supervision

8.18 Coordination

9 STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS

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

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

- 9.1 Index of Drawings
- 9.2 Project Layout-(not applicable to this project)
- 9.3 General Notes and Bid Item Notes
- 9.4 Incorporate Florida Department of Transportation Standards
- 9.5 Incorporate Report of Core Borings
- 9.6 Existing Bridge Plans
- 9.7 Computation Book and Quantities
- 9.8 Cost Estimate
- 9.9 Technical Special Provisions
- 9.10 Field Reviews
- 9.11 Technical Meetings
- 9.12 Quality Assurance/Quality Control
- 9.13 Independent Peer Review-(not applicable to this project)
- 9.14 Supervision
- 9.15 Coordination

## 10 STRUCTURES - BRIDGE DEVELOPMENT REPORT

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

### General Requirements

- 10.1 Bridge Geometry
- 10.2 Ship Impact Data Collection-(not applicable to this project)
- 10.3 Ship Impact Criteria-(not applicable to this project)

### Superstructure Alternatives

- 10.4 Short Span Concrete-(not applicable to this project)
- 10.5 Medium-Span Concrete
- 10.6 Long Span Concrete-(not applicable to this project)
- 10.7 Structural Steel-(not applicable to this project)



Foundation and Substructure Alternatives

10.8 Pier/Bent Types

10.9 Shallow Foundations-(not applicable to this project)

10.10 Deep Foundations

Movable Span and tasks 10.11 – 10.23 are not applicable for this project.

Other BDR Issues

10.24 Aesthetics –discussion only

10.25 TCP Staged Construction Requirements – Assume that construction will be located in the slough. No analysis of existing structure to accommodate construction loads will be required.

10.26 Constructability Requirements – Assume that construction equipment will be located in the slough. No analysis of existing structure to accommodate construction loads will be required. Analyze utilities

10.27 Abutment Slope/Wall Evaluation

10.28 Quantity and Cost Estimates

10.29 Quantity and Cost Estimates (Moveable Span) -(not applicable to this project)

10.30 Wall Type Justification Evaluate requirement for temporary walls between construction phases

Report Preparation

10.31 Exhibits P&E; Superstructure Sections; Substructure Shells and Details; Sequence of Construction

Tasks 10.32 – 10.35 are not applicable for this project.

Preliminary Plans and tasks 10.36 – 10.48 are not applicable for this project.

- 11 STRUCTURES - TEMPORARY BRIDGE and tasks 11.1 – 11.8 are not applicable for this project.
- 12 STRUCTURES - SHORT SPAN CONCRETE BRIDGE and tasks 13.1 – 13.53 are not applicable for this project.
- 13 STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE The CONSULTANT shall prepare plans for Short Span Concrete Bridge(s) at the location(s) specified in Section 2.5.

General Layout Design and Plans

13.1 Overall Bridge Final Geometry Assume outside only widening. No skew. Long bridge. Span 11 is tapered

13.2 Expansion/Contraction Analysis Analyze movement and size the joint

13.3 General Plan and Elevation

13.4 Construction Staging

13.5 Approach Slab Plan and Details Assume non standard approach slab

- 13.6 Miscellaneous Details Barrier Conduit Details, Expansion Joint Details which includes removal and replacement of existing armored compression seal and header reconstruction, Slope protection details and class 5

End Bent Design and Plans

- 13.7 End Bent Geometry based on survey of existing
- Wingwall Design and Geometry Geometry based on survey of existing
- 13.9 End Bent Structural Design worst case
- 13.10 End Bent Plan and Elevation One sheet 1L; one sheet 1R, 9I, 9R
- 13.11 End Bent Details

Intermediate End Bent Design and Plans

- 13.12 Bent Geometry
- 13.13 Bent Stability Analysis not applicable, assume none
- 13.14 Bent Structural Design Frame analysis under vertical loads for single bent. Will not consider transverse or longitudinal loads since widening will match existing structural system.
- 13.15 Bent Plan and Elevation
- 13.16 Bent Details
- 13.17 Pier Geometry not applicable,
- 13.18 Pier Stability Analysis not applicable,
- 13.19 Pier Structural Design not applicable,
- 13.20 Pier Plan and Elevation not applicable,
- 13.21 Pier Details not applicable,

Miscellaneous Substructure Design and Plans

- 13.22 Foundation Layout
- 13.23 Fender System not applicable,

Superstructure Design and Plans

- 13.24 Finish Grade Elevation Calculation
- 13.25 Finish Grade Elevations
- 13.26 Bridge Deck Design
- 13.27 Bridge Deck Reinforcing and Concrete Quantities
- 13.28 Diaphragm design / jacking loads
- 13.29 Superstructure Plan
- 13.30 Superstructure Section
- 13.31 Miscellaneous Superstructure Details
- 13.32 Reinforcing Bar List

Continuous Concrete Girder Design - tasks 13.33 – 13.49 are not applicable for this project.

- 13.50 Prestressed Beam – 2 interior, 2 exterior
- 13.51 Prestressed Beam Schedules
- 13.52 Framing Plan not required

Load Rating

- 13.53 Load Rating

14 STRUCTURES - STRUCTURAL STEEL BRIDGE and tasks 14.1 – 14.61 are not applicable for this project.

15 STRUCTURES - SEGMENTAL CONCRETE BRIDGE and tasks 15.1 – 15.78 are not applicable for this project.

16 STRUCTURES - MOVABLE SPAN and tasks 16.1 – 16.102 are not applicable for this project.

17 STRUCTURES - RETAINING WALL and tasks 17.1 – 17.21 are not applicable for this project.

#### 18 STRUCTURES - MISCELLANEOUS

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

##### Concrete Box Culverts

18.1 Concrete Box Culverts – none required

18.2 Concrete Box Culverts Extensions

##### Strain Poles

18.3 Steel Strain Poles – none required

18.4 Concrete Strain Poles

##### Mast Arms

18.5 Mast Arms

##### Overhead/Cantilever Sign Structure

18.6 Cantilever Sign Structures

18.7 Overhead Span Sign Structures

18.8 Special (Long Span) Overhead Sign Structures – none required

18.9 Monotube Overhead Sign Structure – none required

18.10 Bridge Mounted Signs (Attached to Superstructure) – none required

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

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

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

#### 19 SIGNING AND PAVEMENT MARKING ANALYSIS

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

19.1 Traffic Data Analysis

The CONSULTANT shall review the approved preliminary engineering

- report, typical section package, traffic technical memorandum and proposed geometric design alignment to identify proposed sign placements and roadway markings. Perform queue analysis.
- 19.2 No Passing Zone Study – none required
  - 19.3 Reference and Master Design File  
The CONSULTANT shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.
  - 19.4 Multi-Post Sign Support Calculations none required  
The CONSULTANT shall determine the appropriate column size from the FDOT's Multi-Post Sign Program(s).
  - 19.5 Sign Panel Design Analysis  
Establish sign layout, letter size and series for non-standard signs.
  - 19.6 Sign Lighting/Electrical Calculations  
Includes the verification of photometrics on lighted, load center and voltage drop calculations.
  - 19.7 Quantities
  - 19.8 Computation Book
  - 19.9 Cost Estimates
  - 19.10 Technical Special Provisions
  - 19.11 Field Reviews
  - 19.12 Technical Meetings
  - 19.13 Quality Assurance/Quality Control
  - 19.14 Independent Peer Review not required
  - 19.15 Supervision

## 20 SIGNING AND PAVEMENT MARKING PLANS

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

- 20.1 Key Sheet
- 20.2 Summary of Pay Items Including Trns\*port Input
- 20.3 Tabulation of Quantities
- 20.4 General Notes/Pay Item Notes
- 20.5 Project Layout
- 20.6 Plan Sheet
- 20.7 Typical Details
- 20.8 Guide Sign Work Sheet(s)
- 20.9 Traffic Monitoring Site
- 20.10 Cross Sections
- 20.11 Special Service Point Details
- 20.12 Special Details
- 20.13 Interim Standards
- 20.14 Quality Assurance/Quality Control
- 20.15 Supervision

## 21 SIGNALIZATION ANALYSIS

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

### 21.1 Traffic Data Collection

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

### 21.2 Traffic Data Analysis

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

### 21.3 Signal Warrant Study – none required

### 21.4 Systems Timings

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

### 21.5 Reference and Master Signalization Design File

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

### 21.6 Reference and Master Interconnect Communication Design File

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

### 21.7 Overhead Street Name Sign Design

The CONSULTANT shall design Signal Mounted Overhead Street Name signs.

### 21.8 Pole Elevation Analysis

### 21.9 Traffic Signal Operation Report

(As defined by the District)

### 21.10 Quantities

### 21.11 Cost Estimate

### 21.12 Technical Special Provisions

### 21.13 Field Reviews

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

Existing Signal and Pedestrian Phasing

Controller Make, Model, Capabilities and Condition/Age

Condition of Signal Structure(s)

Type of Detection as Compared With Current District Standards

Interconnect Media

## Controller Timing Data

- 21.14 Technical Meetings
- 21.15 Quality Assurance/Quality Control
- 21.16 Independent Peer Review
- 21.17 Supervision
- 21.18 Coordination

## 22 SIGNALIZATION PLANS

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

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

## 23 LIGHTING ANALYSIS

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

- 23.1 Lighting Justification Report Not applicable  
The CONSULTANT shall prepare a Lighting Justification Report. The report shall be submitted under a separate cover with the Phase I plans submittal, titled Lighting Design Analysis Report
- 23.2 Lighting Design Analysis Report  
The CONSULTANT shall prepare a Preliminary Lighting Design Analysis Report. The report shall be submitted under a separate cover prior to the Phase II plans submittal. The report shall provide analyses for each typical section of the

mainline, typical section for the ramps (one and/or two lanes), interchanges, underdeck lighting, and arterial roads. Each lighting calculation shall be properly identified as to the area that it covers.

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

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

23.3 Aeronautical Evaluation Not applicable

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

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

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

23.4 Voltage Drop Calculations

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

23.5 FDEP Coordination and Report Not applicable

23.6 Reference and Master Design Files

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

23.7 Temporary Lighting Not applicable

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

23.8 Design Documentation

The CONSULTANT shall submit a Roadway Lighting Design Documentation Book with each lighting plans submittal under a separate cover and not part of the



roadway documentation book. At a minimum, the design documentation book shall include:

Lighting Calculations.

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

Phase submittal checklist.

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

Structural calculations for special conventional pole concrete foundations.

Structural calculations for the high mast pole foundations.

Letter to the power company requesting service.

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

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

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

23.9 Quantities

23.10 Cost Estimate

23.11 Technical Special Provisions

23.12 Field Reviews

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

Existing Lighting Equipment

Load Center, Capabilities and Condition/Age

Condition of Lighting Structure(s)

23.13 Technical Meetings

23.14 Quality Assurance/Quality Control

23.15 Independent Peer Review Not applicable

23.16 Supervision

23.17 Coordination

## 24 LIGHTING PLANS

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

24.1 Key Sheet

24.2 Summary of Pay Item Sheet Including Trns\*port Input

24.3 Tabulation of Quantities

24.4 General Notes/Pay Item Notes

24.5 Pole Data and Legend & Criteria

24.6 Service Point Details

24.7 Project Layout

24.8 Plan Sheet

24.9 Special Details

- 24.10 Temporary Lighting Data and Details Not applicable
- 24.11 Traffic Control Plan Sheets Not applicable
- 24.12 Interim Standards
- 24.13 Quality Assurance/Quality Control
- 24.14 Supervision

25 LANDSCAPE ARCHITECTURE ANALYSIS  
Design Roadway landscaping and irrigation per Lee County requirements meeting FDOT safety criteria. Limits are from the Six Mile Cypress Slough to SR 82.

26 LANDSCAPE ARCHITECTURE PLANS  
Meet FDOT PPM requirements for plans format.

27 SURVEY

The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda. The CONSULTANT shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to the COUNTY. Field books submitted to the COUNTY must be of an approved type. The field books shall be certified by the surveyor in responsible charge of work being performed before the final product is submitted.

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

27.1 Horizontal Project Network Control (HPNC)

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

27.2 Vertical Project Network Control (VPNC)

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

27.3 Alignment and/or Existing Right of Way Lines

Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying

mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per COUNTY R/W Maps, platted or dedicated rights of way.

- 27.4 Aerial Targets –not applicable
- 27.5 Reference Points  
Reference HPNC points, project alignment, vertical control points, section, ¼ section, center of section corners and G.L.O. corners as required.
- 27.6 Topography (2D)  
Locate all above ground features and improvements. Deliver in appropriate electronic format. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.
- 27.7 Digital Terrain Model (DTM)  
Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.
- 27.8 Roadway Cross Sections/Profiles  
Perform field survey check sections or profiles to verify the required accuracy of the digital terrain model and/or to determine existing cross slope. Includes analysis and processing of all field-collected data for comparison with DTM.
- 27.9 Side Street Surveys  
Refer to tasks of this document as applicable.
- 27.10 Underground Utilities Above ground visible utility locations only
- 27.11 Outfall Survey- not applicable
- 27.12 Drainage Survey  
Locate underground data (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.
- 27.13 Bridge Survey  
Locate required above ground features and improvements for the limits of the bridge. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.
- 27.14 Channel Survey  
Locate all topographic features and improvements for the limits of the project by collecting the required data for the purpose of a D.E.M. Survey with sufficient density of shots. Shoot all break lines, high and low points. Includes field edits, analysis and processing of all field collected data, maps, and/or reports.
- 27.15 Pond Site Survey  
Refer to tasks of this document as applicable.
- 27.16 Mitigation Survey Not applicable
- 27.17 Jurisdiction Line Survey  
Perform field location (2-dimensional) of jurisdiction limits as defined by respective authorities, also includes field edits, analysis and processing of all field collected data, preparation of reports.

- 27.18 Geotechnical Support  
Perform 3-dimensional (X,Y,Z) field location, or stakeout, of boring sites established by geotechnical engineer. Includes field edits, analysis and processing of all field collected data and/or reports.
- 27.19 Sectional/Grant Survey Not applicable  
Perform field location/placement of section corners, 1/4 section corners, and fractional corners where pertinent. Includes analysis and processing of all field-collected data and/or reports.
- 27.20 Subdivision Location Not applicable  
Survey all existing recorded subdivision/condominium boundaries, tracts, units, phases, blocks, street R/W lines, common areas. Includes analysis and processing of all field collected data and/or reports. If unrecorded subdivision is on file in the public records of the subject county, tie existing monumentation of the beginning and end of unrecorded subdivision.
- 27.21 Maintained R/W Not applicable  
Perform field location (2-dimensional) of maintained R/W limits as defined by respective authorities, if needed. Also includes field edits, analysis and processing of all field collected data, preparation of reports.
- 27.22 Boundary Survey  
Perform boundary survey as defined by FDOT standards. Includes analysis and processing of all field-collected data, preparation of reports.
- 27.23 Water Boundary Survey Not applicable  
Perform Mean High Water, Ordinary High Water and Safe Upland Line surveys as required by FDOT standards.
- 27.24 Right of Way Staking Not applicable  
Perform field staking and calculations of existing/proposed R/W lines for on-site review purposes.
- 27.25 Right of Way Monumentation Not applicable  
Set R/W monumentation as depicted on final R/W maps for corridor and water retention areas.
- 27.26 Line Cutting  
Perform all efforts required to clear vegetation from the line of sight.
- 27.27 Work Zone Safety  
Provide work zone as required by FDOT standards.
- 27.28 Miscellaneous Surveys Not applicable  
Refer to tasks of this document, as applicable, to perform surveys not described herein.
- 27.29 Supplemental Surveys  
Supplemental survey days and hours are to be approved in advance by DLS. Refer to tasks of this document, as applicable, to perform surveys not described herein.
- 27.30 Document Research  
Perform research of documentation to support field and office efforts involving surveying and mapping.
- 27.31 Field Review  
Perform verification of the field conditions as related to the collected survey data.
- 27.32 Technical Meetings

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

27.33 Quality Control/Quality Assurance

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

27.34 Supervision

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

27.35 Coordination

28 PHOTOGRAMMETRY

Not Applicable

29 MAPPING

Activities 29.1 to 29.21 are not Applicable

Miscellaneous Surveys and Sketches

29.22 Parcel Sketches

29.23 TIITF Sketches Not applicable

29.24 Other Specific Purpose Survey(s)

29.25 Boundary Survey(s) Map

29.26 Right of Way Monumentation Map Not applicable

29.27 Title Search Map

29.28 Title Search Report

29.29 Legal Descriptions Not applicable

29.30 Final Map/Plans Comparison

The PSM will perform a comparison of the final right of way maps with the available construction plans to review the correctness of the type of parcel to be acquired and the stations/offsets to the required right of way. The PSM will coordinate with the EOR to resolve any conflicts or discrepancies and provide documentation of the review.

29.31 Field Reviews

29.32 Technical Meetings

29.33 Quality Assurance/Quality Control

29.34 Supervision

29.35 Coordination

## 30 GEOTECHNICAL

A letter report for each lot will be prepared upon completion of the field and laboratory services. The report will present the following information:

- 30.1 Discussion of the site visit completed by representatives from our office and any surficial features that may impact the facility.
- 30.2 Discussion of the estimated subsurface profile as encountered in the soil borings completed for this study and previous studies, if available.
- 30.3 Our evaluation of the site and the subsurface conditions as they relate to the site.
- 30.4 Geotechnical properties which may be used to determine the foundation design criteria for mast arms and signalization plans.
- 30.5 FDOT drawings which may be incorporated into the project plans.

EXHIBIT B

Date: October 19, 2005

COMPENSATION AND METHOD OF PAYMENT

for Colonial Blvd. I-75 to SR 82 Six Laning

Section 1. BASIC SERVICES/TASK(S)

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

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

<b>Task Number</b>	<b>Task Title</b>	<b>Compensation</b>	<b>Basis of Compensation</b>
Tasks 3, 4, 5, 6, 7	Roadway and Drainage Plans	\$ 670,127.43	LS / W.I.P.P
Task 8	Environmental Permits	\$ 108,404.53	LS / W.I.P.P
Task 19, 20, 21, 22, 23, 24	Signing, Signals & Lighting	\$ 177,545.38	LS / W.I.P.P
Task 25 and 26	Landscaping Plans	\$ 77,699.56	LS / W.I.P.P
Task 27	Surveying	\$ 87,206.12	LS / W.I.P.P
Task 4 & 5 - Subconsultant (SDS)	Traffic Control Plans	\$ 160,042.57	LS / W.I.P.P
Task 6 - Subconsultant (HNTB)	Bridge Hydraulics	\$ 25,794.66	LS / W.I.P.P
Task 13 - Subconsultant (HNTB)	Medium Span Bridge	\$ 231,766.77	LS / W.I.P.P
Task 18 - Subconsultant (HNTB)	Miscellaneous Structures	\$ 42,271.46	LS / W.I.P.P
Task 27 & 28 - Subconsultant (AIM)	Surveying & Mapping	\$ 192,627.00	LS / W.I.P.P
Task 30 - Subconsultant (Allied)	Geotechnical	\$ 79,797.00	NTE / W.I.P.P
<b>Total Fees</b>		<b>\$ 1,853,282.49</b>	

(Unless list is continued on next page)  
CMO:033  
09/25/01

Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated October 19, 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 October 19, 2005, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".



ATTACHMENT NO. 1 TO EXHIBIT B

Date: Date: October 19, 2005

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

for

Colonial Blvd. I-75 to SR 82 Six Laning

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME ALLIED ENGINEERING & TESTING, INC.  
 (A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Project Engineer			\$90.00
Staff Engineer			\$60.00
Technical Secretary			\$30.00

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

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

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

CMO:033  
09/25/01





Date: October 19, 2005

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

for Colonial Blvd. I-75 to SR 82 Six Laning

(Enter Project Name From Page 1 of This Agreement)

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

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime's Insurance Coverage	
		Yes	No	Type	Yes	No
Structures Design and Bridge Hydraulics	HNTB Corporation 1615 Edgewater Dr. Suite 200 Orlando, FL 32804		X		X	
Traffic Control Plans	SunCoast Design Services, Inc. 5005 W. Laurel St., Suite 211 Tampa, FL 33608		X		X	
Geotechnical Services	Allied Engineering & Testing, Inc. 5850 Corporation Circle Fort Myers, FL 33905	X			X	
Survey and Mapping	AIM Engineering & Surveying, Inc. 5300 Lee Boulevard, PO Box 1235 Lehigh Acres, FL 33970-1235		X		X	

EXHIBIT E

Date: October 19, 2005

PROJECT GUIDELINES AND CRITERIA

for Colonial Blvd. I-75 to SR 82 Six Laning

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

1. PROVISIONS FOR WORK

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

General

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

- Florida Department of Transportation Materials Manual
- Lee County DOT Design Specifications for Traffic Signals

#### Permits

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

#### Drainage

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

#### Survey

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

#### Traffic Operation Manuals

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

### Mapping

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

### Structures

- AASHTO Standard Specifications for Highway Bridges and Interims (for curved steel bridges and pedestrian bridges only)
- AASHTO LRFD Bridge Specifications and Interims
- AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
- AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, dated 1994
- AASHTO LFD Guide Specifications for Steel Curved Girder Bridges
- AASHTO Guide Specifications for Horizontally Curved Highway Bridges
- AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
- AASHTO Guide Specifications for Design of Pedestrian Bridges
- AASHTO Guide Specifications for Structural Design of Sound Barriers
- Florida Department of Transportation Structures Design Guidelines
- Florida Department of Transportation Structures Detailing Manual
- Florida Department of Transportation Structures Standard and Semi-Standard Drawings
- Florida Department of Transportation Structures Design Office Temporary Design Bulletins (available on Florida Department of Transportation Structures web site only)
- Florida Department of Transportation Preferred Details (available on Florida Department of Transportation Structures web site only)
- Florida Department of Transportation - New Directions For Florida Post-Tensioned Bridges Volumes 1-5
- Florida Department of Transportation Bridge Load Rating Permitting And Posting Manual

### Geotechnical

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

### Landscape Architecture

- Florida Highway Landscape Guide

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

- American Concrete Institute
- American Institute of Architects - Architect's Handbook of Professional Practice
- American Society for Testing and Materials - ASTM Standards
- Southern Building Code Congress International - Standard Building Codes
- Brick Institute of America
- DMS - Standards for Design of State Facilities
- Florida Concrete Products Association

- Florida Department of Transportation - Standard Specifications for Road and Bridge Construction
- Florida Department of Transportation - Plans Preparation Manual
- Florida Department of Transportation - Roadway and Traffic Design Standards
- Florida Department of Transportation - Structures Design Guidelines
- Florida Department of Transportation - Structures Detailing Manual
- Florida Department of Transportation - Structures Standard Drawings
- Florida Department of Transportation - ADA/Accessibility Procedure
- Florida Department of Transportation - Fixed Capital Outlay Program
- Florida Department of Transportation - Building Code Compliance Procedure
- Florida Department of Transportation - Asbestos Management Program Procedure
- Florida Department of Transportation – Design Build Procurement and Administration
- National Concrete Masonry Association
- National Electrical Code (current edition)
- National Fire Protection Association - Life Safety Code (current edition)
- Portland Cement Association - Concrete Masonry Handbook
- South Florida Building Code

2. SERVICES TO BE PERFORMED BY THE COUNTY

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

Furnish standard COUNTY monuments for the bench line.

Regarding Environmental Permitting Services:

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

Provide phase reviews of roadway plans.

Furnish an approved Environmental Document when available.

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

Furnish available traffic and planning data.

Furnish all approved utility relocations.

Provide acquisition of any necessary title searches.

Provide project data currently on file.

Provide engineering standards and review services.

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

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

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

Provide existing right-of-way maps.

PD&E documents.

Design Reports



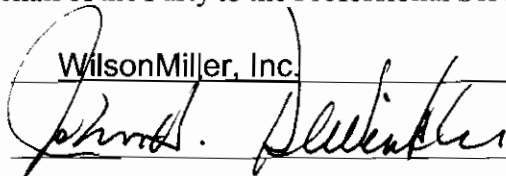
TRUTH IN NEGOTIATION CERTIFICATE

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.

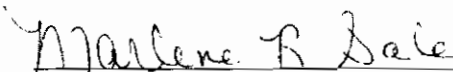
Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as:

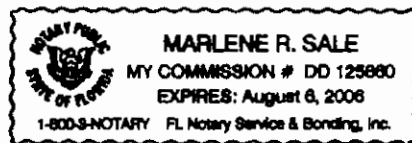
Wilson Miller, Inc.  


BY: John H. DeWinkler, P.E.

TITLE: Sr. Vice President, Transportation

The foregoing instrument was signed and acknowledged before me this 19 day of October, 2005, by John H. DeWinkler who has produced NONE as identification.  
 (Print or Type Name) (Type of Identification and Number)

  
 Notary Public Signature



Printed Name of Notary Public

Notary Commission Number/Expiration

CMO:  
00/00/00

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DO  
WILSO-1

DATE (MM/DD/YYYY)  
10/22/05

**PRODUCER**  
Insurance and Risk Management  
Services, Inc.  
8950 Fontana Del Sol Way #200  
Naples FL 34109-4374  
Phone: 239-649-1444 Fax: 239-649-7933

**INSURED**  
  
WilsonMiller, Inc.  
3200 Bailey Lane, #200  
Naples FL 34105

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A. American Guarantee & Liability	26247
INSURER B. FCCI Insurance Company	10178
INSURER C.	
INSURER D.	
INSURER E.	

## COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Location Aggr <input checked="" type="checkbox"/> Contractural Liab GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPO278023705	10/01/05	10/01/06	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. 1,000,000
A		<b>AUTOMOBILE LIABILITY</b> <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	CPO278023705	10/01/05	10/01/06	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	UMB931003400	10/01/05	10/01/06	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	001WC05A54651	10/01/05	10/01/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Certificate holder is listed as additional insured as respects General Liability. For services or work provided or performed by the Named Insured for any & all projects undertaken for Lee County. Project: Colonial Blvd - I75 to SR 82 Six Laning.

**CERTIFICATE HOLDER**

Lee County Board of County Commissioners  
 Attn Lee County Contracts Mngt  
 P.O. Box 398  
 Fort Myers FL 33902-0398

LEECO12

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Douglas R. Shipp