

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

Blue Sheet No. 20051751

1. ACTION REQUESTED/PURPOSE: Board accept and enter into the Agreement of Assignment between Lee County Board of County Commissioners, the State of Florida Department of Transportation and Inwood Consulting Engineers, Inc., to assign Lee County Project CN-02-08 Metro Parkway Widening from Six Mile to Daniels to the State of Florida Department of Transportation (with the exception of the Utilities Relocation Design that will be paid by Lee County to Inwood Consulting in the amount of \$52,740.00.).

2. WHAT ACTION ACCOMPLISHES: Allows for the completion of the design for the Metro Parkway Widening to be assigned and assumed all remaining duties and obligations by the State of Florida Department of Transportation.

3. MANAGEMENT RECOMMENDATION: Staff Recommends Approval.

4. Departmental Category: 9. C9D		5. Meeting Date: 12-20-2005
6. Agenda:	7. Requirement/Purpose: (specify)	8. Request Initiated:
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Statute	Commissioner _____
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	Department <u>Transportation</u>
<input type="checkbox"/> Appeals	<input checked="" type="checkbox"/> Admin. Code <u>AC-4-4</u>	Division _____
<input type="checkbox"/> Public	<input type="checkbox"/> Other _____	By: <u>Scott Gilbertson, Director</u>
<input type="checkbox"/> Walk-On		

9. Background:

On April 16, 2002 the Board entered into a Professional Services Agreement with Inwood Consulting Engineers, Inc., under CN-02-08 Metro Parkway Widening from Six Mile to Daniels. This contract was supported by \$1,000,000.00 funding from FDOT under an advancement reimbursement agreement. Lee County provided the funding initially, hired the consultant and provided project management for the design so that the design of this portion could be completed in time to incorporate the widening of this segment into the Metro extension project or at a minimum follow shortly after. The reason for this was to avoid constructing the new six lane extension and having it transition to this two lane piece. The effort was successful, we have been reimbursed our investment, the project is designed and permitted and the FDOT is in the process of acquiring the right of way. This transfer agreement allows FDOT to continue utilizing the consultant we selected (Inwood) to provide post design services and to keep the plans updated from now until the project is constructed.

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> 12-5-05	<i>[Signature]</i> 12-5-05	N/A	<i>[Signature]</i> 12/17/05	<i>[Signature]</i> 12/17/05	<i>[Signature]</i> 12/17/05	<i>[Signature]</i> 12/17/05	<i>[Signature]</i> 12/17/05	<i>[Signature]</i> 12/18/05	<i>[Signature]</i> 12-5-05

11. Commission Action:

- Approved**
- Deferred**
- Denied**
- Other**

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
Date: <u>12-7-05</u>
Time: <u>2:50</u>
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
Date: <u>12-7-05</u>
Time: <u>3:00</u>

Rec. by CoAtty
Date: <u>12/7/05</u>
Time: <u>11:45 AM</u>
Forwarded To: Co. mgr. <u>12-7-05</u>

AGREEMENT OF ASSIGNMENT

This Agreement of Assignment is made and effective this _____ day of _____, _____ among Lee County ("Assignor"), the State of Florida Department of Transportation ("Assignee"), and Inwood Consulting Engineers, Inc., ("Consultant").

WITNESSETH:

WHEREAS, Assignor entered into an agreement with the Consultant on **April 16, 2002**, for the design of Metro Parkway Widening from Six Mile to Daniels (CN-02-08), attached hereto and incorporated herein as Attachment "A"; and

WHEREAS, Assignor desires to assign the Contract to the Assignee and the Assignee is willing to assume all remaining duties and obligations under the Contract in accordance with the terms and conditions of the Assignment;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration flowing among the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby grants, bargains, sells, conveys, transfers, assigns and sets over its entire rights and delegates its entire duties under the Contract to Assignee subject to the covenants and conditions herein mentioned.
2. Assignee hereby assumes all obligations of Assignor for all obligations and payment under the Contract for all work undertaken by the Consultant including but not limited to existing liabilities and obligations; and Assignee hereby assumes the Contract and shall hereinafter perform faithfully all of the covenants, stipulations and agreements contained therein with the exception of the attached additional work issued by the County and accepted by the Consultant. The Consultant shall look to the Assignor for payment of these services in the amount of \$52,740.00.
3. The Consultant consents to the assignment of the Contract to Assignee. This Assignment shall not be deemed to effect a novation.
4. All sums which become payable to the Consultant under the Contract for services rendered on and after the date of this Assignment will be made by the Assignee, as between the Consultant and the Assignee with the exception of the attached additional work issued by the County and accepted by the Consultant. The Consultant shall look to the Assignor for payment of these services in the amount of \$52,740.00. In the event a dispute arises between the Consultant and the Assignee as to the allocation or division of payment due, such dispute will be resolved strictly between the Consultant and the Assignee and the Assignor will have no liability or

responsibility whatsoever in regard to resolving and such dispute. The Consultant and the Assignee hereby agree that money paid to the Consultant pursuant to work performed under the Contract shall constitute payment in full by the Assignor and the Assignor shall have no further obligation for payments under the Contract with the exception of the attached additional work issued by the County and accepted by the Consultant. The Consultant shall look to the Assignor for payment of these services in the amount of \$52,740.00. With respect to work and materials heretofore furnished by the Consultant pursuant to the Contract, the Consultant shall, to the extent that it has not been paid, look solely to the Assignee for payment of such work and materials with the exception of the attached additional work issued by the County and accepted by the Consultant.

5. The Consultant specifically acknowledges and agrees that no delays or request for additional compensation or supplemental agreements shall be granted due to this Assignment and understands that the Assignee shall stand in the place of Assignor as though no assignment has occurred.
6. The Consultant hereby represents that there are no claims or demands against the Assignor arising out of or related to the performance under the Contract prior to the effective date hereof, and any such claims, other than contractual compensation, are hereby waived and released.
7. Attachment "B", State of Florida Department of Transportation STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS, August, 2000 are hereby incorporated into this agreement and supersede any current, like standard term.

The following attached documents are hereby made part of this Assignment Agreement:

Professional Services Agreement CN-02-08
 Scope of Services Agreement

Dated: April 16, 2002
 Dated:

ASSIGNOR: Lee County

BY: _____

PRINTED NAME: Tammara Hall

TITLE: Chairwoman

APPROVED AS TO FORM, LEGALITY AND EXECUTION:

BY: _____

ASSIGNEE: Florida Department of Transportation

BY: _____

PRINTED NAME: Carol J. Finn

TITLE: Director, Transportation Support

REVIEWED: _____
Legal

REVIEWED: _____
Consultant Services Administrator

CONSULTANT: Inwood Consulting Engineers, Inc.

BY: _____

PRINTED NAME: _____

TITLE: _____

SCOPE OF SERVICES
Metro Parkway (S.R. 739) Utilities Relocation Design
from Six Mile Parkway to Daniels Parkway

Project ID: **5022 (FPID #408040-1)**
County Section No.: **12011**
Description: **SR 739 from S of Six-Mile Parkway to N of Daniels Parkway – Utilities Relocation Design**
Lee County

Pursuant to the Lee County, Florida, Agreement for Professional Consulting Services entered into by and between the **COUNTY OF LEE**, hereinafter referred to as the "County" and **Inwood Consulting Engineers, Inc.**, hereinafter referred to as the "Engineer", a determination has been made by the County that there is a need for the performance of or rendering of services by the Engineer of a certain "Work Assignment" under the purview of said Agreement, and the Engineer is hereby authorized to perform or render the particular services of work described as follows:

TITLE OF THE PROJECT: Metro Parkway (S.R. 739) from Six-Mile Cypress Parkway to Daniels Parkway
Potable Water and Force Main Improvements
Project No.: _____

PHASES AND/OR TASKS OF CONSULTING SERVICES AUTHORIZED:

Engineer shall perform tasks as more specifically detailed in the Attached Scope and Summary of Task Descriptions, Tasks 1 through 4.

Compensation to the Engineer for rendering all of the above identified services and products shall not exceed: \$52,740.00

Consultant shall render the services, and deliver the products, according to Tasks and Tables attached hereto.

WITNESS:

BY: _____
Alex B. Hull, P.E.
President

DATE: _____

RECOMMENDED BY LEE COUNTY UTILITIES:

BY: _____
Glen Semanism, P.E.

SCOPE OF SERVICES

FOR

**Metro Parkway (S.R. 739) from
Six-Mile Cypress Parkway to Daniels Parkway
Potable Water and Force Main Improvements**

Prepared for:

Lee County Utilities
1500 Monroe Street
Ft. Myers, FL 33901

Prepared by:

Inwood Consulting Engineers, Inc.
870 Clark Street
Oviedo, Florida 32765

November 1, 2004

I. Summary of Scope of Services

Inwood Consulting Engineers, Inc. (hereinafter referred to as "Engineer") is providing design services to Lee County DOT for roadway improvements to Metro Parkway (S.R. 739) under FPID No. 408040-1-52-01. The County has existing utility facilities located within the right-of-way and existing utility easements that include a 12-inch potable water main and an 8-inch wastewater force main. Due to conflicts with the proposed roadway improvements, the County desires to relocate the existing 12-inch water main and the 8-inch force main. The anticipated utility improvements include approximately 6,500 feet of 12-inch water main and 6,500 feet of 8-inch force main. The County has requested that the Engineer perform engineering services required to complete the design and permitting services for the new 12-inch water main and 8-inch wastewater force main.

Task 1: Final Design – 75% Documents

- A. Prepare Utility Construction Plans: Prepare 75 percent complete plans. Plans shall be prepared using standard CADD formats. The water main and force main plan and profile sheet will be developed using the Metro Parkway roadway plans as base sheets. The red, green and brown utility relocation mark ups prepared by the County will be used as the basis for the 75% plans. Plans shall include the following sheets:
 - 1. Cover Sheet
 - 2. Index, Legend, Location Map and General Notes Sheet
 - 3. Pay Items Sheets
 - 4. Plan and profile Sheets for the water main and force mains at a scale consistent with roadway plans. Both lines will be shown on the same sheet. Plan sheet size will be consistent with the road plans (11"x17")
 - 5. Detail Sheets showing County standard details.
- B. Prepare Technical Specifications, including General Requirements, Bid Form, Summary of Work, Measurement and Payment and Technical Special Provisions for inclusion with the County's bid documents. All formatting will be consistent with the requirements of the County (or FDOT, whichever is required) and will to the County's or FDOT nomenclature. The Engineer will perform all internal QA/QC reviews and will submit five (5) sets of 75 percent complete plans and specifications to County for review.
- C. The Engineer will prepare a Preliminary Estimate of Construction Cost.
- D. The Engineer will meet with County to discuss 75 percent complete submittal review comments and prepare meeting minutes.

Task 2: Final Design – 100% Documents

A. Complete Contract Documents

Incorporate County comments from 75 percent complete submittal and complete preparation of plans and specifications. Submit five (5) sets of 90 percent complete contract documents. Meet with County and discuss review comments for 90 percent submittal. Incorporate County comments from 90 percent submittal review. Prepare final, 100% complete, plans and specifications and submit final documents to County. A meeting to discuss final 100 percent submittal is not required and is not part of the scope. The Engineer will perform internal QA/QC reviews of the final plans and specifications prior to submittal to the County. The Engineer will coordinate and prepare final submittal package of the drawings and documents to the County Utilities Department as well as providing final documents the County DOT office (Four (4) sets for DOT and Four (4) sets for the County Utilities) signed and sealed for the County DOT's use in bidding project. Plan size format will be consistent with the road plans (11" x 17").

B. Permit Applications

1. Prepare and submit FDEP permit application for Public Drinking Water Facility Construction permit. Application fee for permit will be provided by Engineer. It is assumed that Lee County will provide checks separately to cover the costs of all permit fees.
2. Prepare and submit FDEP permit application to Construct Domestic Wastewater Collection/ Transmission system permit. Application fee for permit will be provided by Engineer. It is assumed that Lee County will provide checks separately to cover the costs of all permit fees.
3. Respond to FDEP for request for additional information regarding both the Public Drinking Water Facility Construction permit application and Construct Domestic Wastewater Collection/ Transmission system permit application.
4. Prepare and submit FDOT utility permit application package. Respond to FDOT review comments as necessary.

- C. Prepare a Final Estimate of Construction Cost and submit and submit a copy to the County with final documents.

Task 3: Bidding Phase Services

During the bidding phase, it is assumed that Lee County will provide all bidding services. Should the Engineer be requested to provide any bidding assistance, the work will be considered out of scope and will need to be completed under a separate authorization

Task 4: Construction Services

During the construction phase, it is assumed that Lee County will provide all CEI services. Should the Engineer be requested to provide any CEI services, the work will be considered out of scope and will need to be completed under a separate authorization.

II. Project Schedule

The anticipated schedule for completion of this work assignment is shown in Exhibit 1.

III. Compensation

Compensation for the services to be provided herein shall be in accordance with the attached tables based on the hourly fees rates established in the current Agreement. Should the services extend beyond the anniversary date of the Agreement, the rates may be adjusted using the Bureau of Labor Statistics Consumer Price Index (CPI-U), USA 1982-1984 equal 100 as defined on Article 8B of the Agreement.

This work assignment will remain in effect until the completion of final design services and permitting services.

EXHIBIT 1

Lee County Government

Schedule for Performance of Services

Task No.	Task Description	Time Requirement	Cumulative Time
1	Final Design – 75% completion	8 Weeks	8 Weeks
	County Review	2 Weeks	10 Weeks
2	Final Design – 90% completion	6 Weeks	16 Weeks
	County Review	2 Weeks	18 Weeks
	Final Design – 100% completion	4 Weeks	22 Weeks
TOTAL			22 Weeks

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Metro Parkway Utility Design
 County: Lee County

Consult. Name: Inwood Consulting Engineers, Inc.
 Consult. No. LEE-001-02
 Date: Dec. 23, 2004
 Estimator: Alex Hull, P.E.

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Senior Engineer	Design Engineer	CADD Designer	CADD Technician	Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
75% Plans (Preliminary Design)	473	25	52	109	67	206	14	473	\$10,909	\$23.06
Final Design	203	10	32	48	50	52	11	203	\$5,113	\$25.19
Total Staff Hours	676	35	84	157	117	258	25	676		
Total Staff Cost		\$1,884.40	\$3,486.00	\$3,925.00	\$2,650.05	\$3,689.40	\$387.50		\$16,022.35	\$23.70

Check = \$16,022.35

SALARY RELATED COSTS:
 OVERHEAD (General): 183%
SUBTOTAL (Cost Elements appl. To Basic Act. Fec):
 OPERATING MARGIN: 12%
 Reimbursable Allowance:
 Total Limiting Amount

\$16,022.35
 \$29,280.84
\$45,303.19
 \$5,436.38
 \$2,000.00
\$52,739.57

**State of Florida Department of Transportation
STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS
August, 2000**

1. SERVICES AND PERFORMANCE

- A. Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a Supplemental Agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any Supplemental Agreement.
- B. In the performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant will use due care in performing in a design capacity and will have due regard for acceptable standards of design principles.
- C. The Consultant agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of work being done by the Consultant and of the details thereof. Coordination will be maintained by the Consultant with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to the Agreement may request and be granted a conference.
- D. All services will be performed by the Consultant to the satisfaction of the Director who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.

In the event that the Consultant and the Department are not able to reach an agreement as to the amount of compensation to be paid to the Consultant for supplemental work desired by the Department, the Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by the Department to be reasonable. In such event, the Consultant will have the right to file a claim with the Department for such additional amounts as the consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve the Consultant from the obligation to timely perform the supplemental work.

- E. In the event the work covered by this Agreement includes the preparation of construction plans, it is understood that the work may be divided into two or more construction projects by the Director and that, if this is done, the Consultant will supply construction plans for each project.
- F. The Consultant is authorized to use the Department's computer facilities utilizing Department programs required for the performance of the services herein. The Consultant will identify the programs required and submit a written request to the Department's Project Manager for approval.
- G. All design work performed by the Consultant for projects where anticipated construction cost is one million dollars (\$1,000,000) or more will be subject to Value Engineering. The Department further reserves the right to subject projects of lesser construction cost to Value Engineering should the Department deem circumstances are present that warrant such a decision. Value Engineering may be performed at any stage of the design process. Unless specifically identified in the Agreement, the Consultant will not be required to perform the Value Engineering analysis.

- H. The Consultant will not be liable for use by the Department of plans, documents, studies or other data for any purpose other than intended by the terms of this Consultant Agreement.
- I. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Department upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Department will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

2. **TERM:**

- A. Services required after completion of scheduled project services, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the term of this Agreement at written direction of the department. Supplemental Agreements may be negotiated for any post project schedule services needed by the Department after scheduled project services.

In the event it becomes impracticable or impossible for the Consultant to complete the expected services within the term of this Agreement due to delays on the part of the department or circumstances beyond the control of the Consultant, the Agreement may be extended. An extension of the Agreement must be in writing.

- B. In the event there are delays caused by the Department in approval of any of the materials submitted by the Consultant or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Consultant which delay the scheduled project completion date, the Department may grant an extension of time equal to the aforementioned project schedule delay, as a minimum and not to exceed the Agreement term, by issuance of a Time Extension Letter. This letter will be for time only and does not include any additional compensation.

It will be the responsibility of the Consultant to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services on the project. In the event there have been delays which would affect the project completion date, the Consultant will submit a written request to the Department which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The Department will review the request and make a determination as to granting all or part of the requested extension.

In the event time for performance of the scheduled project services expires and the Consultant has not requested, or if the Department has denied, an extension of the Project Schedule completion date; partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the Project Schedule completion date until a time extension is granted or all work has been completed and accepted by the Department if the Agreement term has not expired.

3. **COMPENSATION:**

- A. Bills for fees or other compensation for services or expenses will be submitted to the Department in detail sufficient for a proper preaudit and postaudit thereof. The Department will render approval or disapproval of services within five working days of the receipt of a written progress report unless otherwise stated in the Agreement. The progress report will be accompanied by an appropriate invoice.

- B. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, will be submitted in accordance with Section 112.061, Florida Statutes.
- C. Records of costs incurred under terms of this Agreement will be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to the Department upon request.
- D. Records of costs incurred will include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subconsultants performing work on the project, and all other records of the Consultant and subconsultants considered necessary by the Department for a proper audit of project costs.
- E. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State regulations and Federal regulations in that the more restrictive of the applicable regulations will govern.
- F. The Consultant should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- G. If a payment is not available within 40 days, a separate interest penalty at a rate established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Consultant. Interest penalties of less than one dollar will not be paid unless the Consultant requests payment. Invoices which have to be returned to a Consultant because of Consultant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- H. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (904) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.
- I. Except for issues arising from contract indemnification provisions, the Department will have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to the Department by the Consultant on any other Agreement between the Consultant and the Department. The Department may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement or any other Agreement between the Consultant and the Department as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the Department will have the right to retain an amount equal to the damages suffered as a result of the default.
- J. It is mutually agreed and understood that the following provision will be applicable to this Agreement if the compensation to be paid to the Consultant, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs provided the Department to support the compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which the Department determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Agreement adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by the Department, whichever is later.

- K. The Department, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department will require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained will prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. **INDEMNITY AND INSURANCE:**

- A. The Consultant will indemnify, defend, and hold harmless the Department and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Consultant, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the Consultant, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Department or any of its officers, agents or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Consultant in the performance of services required by the Consultant under this agreement, the Department will immediately forward the claim to the Consultant. The Consultant and the Department will evaluate the claim and report their findings to each other within seven working days. The Department and the Consultant will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Consultant in the defense of the claim or to require that the Consultant defend the Department in such claim as described in this section. The Department's failure to notify the Consultant of a claim within seven days will not release the Consultant from any of the requirements of this section upon subsequent notification by the Department to the Consultant of the claim. The Department and the Consultant will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established.

The parties agree that 1% of the total compensation to the Consultant for performance of this Agreement is the specific consideration from the Department to the Consultant for the Consultant's indemnity agreement.

- B. The Consultant will have and maintain during the term of this Agreement, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount specified in the Agreement.

5. **COMPLIANCE WITH LAWS:**

- A. All final plans, documents, reports, studies and other data prepared by the Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.
- B. Chapter 337.162 Florida Statutes applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint will be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing law applicable to that licensee. The complaint will be confidential.
 - (3) Any confidential information submitted to the Department of Business and Professional Regulation will remain confidential pursuant to Chapter 455 and applicable state law.
- C. The Consultant will comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.
- D. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the Department shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- E. The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction with this Agreement. Failure by the Consultant to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- F. The Consultant agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department and securing its consent in writing. The Consultant also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the Department.
- G. Consultant covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Agreement. Consultant further covenants and agrees that when a former state employee is employed by the Consultant, the Consultant will require that strict adherence by the former state employee to Florida Statutes 112.313(9) and 112.3185 is a condition of employment of said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

- H. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- I. The Department will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement, by the Department, if the Consultant knowingly employs unauthorized aliens.
- J. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

6. **TERMINATION AND DEFAULT**

- A. The Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination, as follows:
 - (1) If the Department determines that the performance of the Consultant is not satisfactory, the Department may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner.
 - (2) If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Consultant, the Department will notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.
 - (3) If the Agreement is terminated before performance is completed, the Consultant will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.
- B. The Department reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the consultant for or on behalf of the Department, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the Department. The Department reserves the right to terminate or cancel this Agreement in the event the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The Department further reserves the right to suspend the qualifications of the Consultant to do business with the Department upon any such conviction.

7. **ASSIGNMENT AND SUBCONTRACTORS**

- A. The Consultant will maintain an adequate and competent professional staff so as to enable Consultant to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subconsultants, for the purpose of its services hereunder, without additional cost to the Department, other than those costs negotiated within the limits and terms of this Agreement. The Consultant is fully responsible for satisfactory completion of all subcontracted work. The Consultant, however, will not sublet, assign or transfer any work under this Agreement to other than subconsultants specified in the Agreement without the written consent of the Department.

- B. The Consultant must state in all subcontracts that services performed by any such subconsultant will be subject to the Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code.
- C. The following provision is hereby incorporated in and made a part of this Agreement when the services provided herein do not involve the expenditure of Federal funds:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract will be purchased from the Corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract will be deemed to be substituted for this agency insofar as dealings with such Corporation.

The Corporation referred to in the above paragraph is Prison Rehabilitative Industries and Diversified Enterprises, Inc. Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE of Florida (Attn: Bid Administrator)
2720 Blainstone Road, Suite G
Tallahassee, Florida 32301
Telephone: (904) 487-3774

8. MISCELLANEOUS

- A. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.
- B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- C. There are no understandings or agreements except as herein expressly stated.
- D. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
- E. In any legal action related to this Agreement, instituted by either party, Consultant hereby waives any and all privileges and rights it may have under chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in any county chosen by the Department and in the event that any such legal action is filed by Consultant, Consultant hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

9. TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the contract.

- D. **Nondiscrimination:** The Consultant, with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurements of material and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the program set forth in Appendix B of the Regulations.
- E. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations made by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by a consultant of the consultant's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color religion, sex or national origin.
- F. **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the Department, or the U.S. Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. **Sanctions of Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the State of Florida Department of Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including, but not limited to,
1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. **Incorporation or Provisions:** The Consultant will include the provisions of Paragraph A through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State of Florida Department of Transportation or the U.S. Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. **Interest of Members of Congress:** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. **Interest of Public Officials:** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall be any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- K. **Participation by Minority Business Enterprises:** The Consultant shall agree to abide by statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
1. "Policy: It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement."
 2. "MBE Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts."

- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 23.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- N. The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- O. The Consultant hereby certifies that it has not:
1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Attachment "A"



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (941) 335-2183

Bob Janes
District One

April 22, 2002

Douglas R. St. Cerny
District Two

Ray Judeh
District Three

Mr. Andrew DeWitt
Inwood Consulting Engineers Inc.
3504 Lake Lynda Dr, Suite 410
Orlando FL 32817

Andrew W. Coy
District Four

John E. Albion
District Five

SUBJECT: CN-02-08 METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

Donald D. Stillwell
County Manager

ENCLOSURE (1): Executed Copy Professional Service Agreement
ENCLOSURE (2): PSA/SPA Invoice Statement Form

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

Dear Mr. DeWitt:

Enclosed is your executed copy of the Professional Service Agreement for the project known as "METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS". Please note the contract number for this project is **2063**. This contract number will also serve as your Purchase Order Number for this project and **must** be on all invoice statements

Also enclosed is a copy of the PSA/SPA Invoice Statement Form. This form can also be found on the Contracts web page at www.lee-county.com/contracts.

If you should have any questions, please contact our office at the above number.

Sincerely,
CONTRACTS MANAGEMENT

Cindy Logan
Contracts Management Supervisor

cc: DonDeberry, DOT/Original
Internal Services, Fiscal/copy

S:\PROJECTS\CN'S\CN-02-08\PSARET.WO.wpd

2063

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this 16th day of April, 2002, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and Inwood Consulting Engineers Inc. hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the professional services of said CONSULTANT services of said CONSULTANT to provide and perform professional services as further described hereinafter concerning the Project to be referred to and identified as: CN-02-08 METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS, 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 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 in

ARTICLE 1.00 (Continued)

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 Supplemental Agreements or 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 of either a Supplemental Agreement or a Change Order Agreement.

2.09 SUPPLEMENTAL AGREEMENT

The term SUPPLEMENTAL AGREEMENT shall refer to a written document executed by both parties to this Agreement setting forth and authorizing professional service tasks which were not set forth in and are supplemental to the Scope of Services contained in the initial Professional Services Agreement or other SUPPLEMENTAL AGREEMENTS issued thereto. The SUPPLEMENTAL AGREEMENT, which shall be executed on a Lee County standard form, shall set forth the authorized supplement(s) to the: Scope of the 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, or requirements pertaining thereto.

The amount of the change in contract compensation and time set forth in any and all Supplemental Agreements 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

2.09 SUPPLEMENTAL AGREEMENT (Continued)

compensation shall be understood and agreed to be the total of all costs associated with or impacted by the Supplemental Agreements including, but not limited to any and all direct costs, indirect costs and associated costs which may result from or be caused by the Supplemental Agreements, 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.

2.10 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 AGREEMENTS, 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 Agreements, 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.

.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 WORK ORDER

The term WORK ORDER shall refer to the written document executed by both parties to this Agreement whereby the COUNTY provides authorization and notification to the CONSULTANT, and the CONSULTANT agrees, to proceed to provide or perform certain professional services, tasks or work for which the Scope of Services and Compensation to be paid the CONSULTANT were set forth and agreed to in the initial AGREEMENT, or other SUPPLEMENTAL AGREEMENTS or CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS thereto, such professional services, tasks or work having previously been excluded and not included in written Notice(s) to Proceed issued by the COUNTY to the CONSULTANT. The WORK ORDER document, which shall be executed on a Lee County standard form, shall provide confirmation of the previously agreed to: 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.

2.13 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 SUPPLEMENTAL AGREEMENT(S) or 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 SUPPLEMENTAL AGREEMENT(S), WORK ORDER(S), 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), SUPPLEMENTAL AGREEMENT(S) or WORK ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S) issued thereunder.

2.14 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 WORK ORDER(S), SUPPLEMENTAL AGREEMENT(S), 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 WORK ORDER(S), SUPPLEMENTAL AGREEMENT(S), CHANGE ORDER(S), SUPPLEMENTAL TASK AUTHORIZATION(S) thereto.

2.15 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 forth in subsequent Work Orders, Supplemental Agreements, Supplemental Task Authorizations, and/or Change Orders agreed to in writing by both parties to this Agreement.

2.16 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 Supplemental Agreements, 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 Supplemental Agreements or Change Orders or Supplemental Task Authorizations authorized thereto; and

2.16 NOT-TO-EXCEED FEE(S) (Continued)

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 Supplemental Agreements or 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 Supplemental Agreements or Change Orders or Supplemental Task Authorizations authorized thereto; and

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

With the understanding and agreement that the CONSULTANT'S invoices and all payments to be made for all Not-to-Exceed amounts shall be subject to the review, acceptance and approval of the COUNTY; and

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

ARTICLE 3.00 - OBLIGATIONS OF THE CONSULTANT

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

3.01 LICENSES

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

3.02 PERSONNEL

(1) QUALIFIED PERSONNEL

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

(2) CONSULTANT'S PROJECT DIRECTOR

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

(3) REMOVAL OF PERSONNEL

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

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

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

3.04 STANDARDS OF PROFESSIONAL SERVICE

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

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) RESPONSIBILITY TO CORRECT

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

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

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

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

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 Supplemental Agreements, 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.

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).

(1) 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.

(1) 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 Supplemental Agreement(s) 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.

(C) CONSTRUCTION COST ESTIMATE. (Continued)

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

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 AGREEMENTS", "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 AGREEMENT", "SUPPLEMENTAL TASK AUTHORIZATIONS" or "CHANGE ORDER" shall have been agreed to and executed by both parties.

Each such "SUPPLEMENTAL AGREEMENT", "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 noncurrent 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 Supplemental Agreements, Change Orders, Supplemental Task Authorizations and Work Orders authorized. The compensation to be paid the CONSULTANT as set forth in Agreement Exhibit "B" entitled "Compensation and Method of Payment" and Supplemental Agreements, Change Orders, Supplemental Task Authorizations, and Work Orders 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 Supplemental Agreements, 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 twenty-five (25%) percent of the monies actually spent for contractual services for the purpose of entering into contracts with certified Minority Business Enterprises. Accordingly, the CONSULTANT is encouraged, when selecting or engaging the services of sub-consultants or subcontractors pursuant to this Agreement, to spend twenty-five (25%) percent of the amount of compensation established in this Agreement and in subsequent SUPPLEMENTAL AGREEMENTS, CHANGE ORDERS, SUPPLEMENTAL TASK AUTHORIZATIONS, and WORK ORDERS 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.

(2) COUNTY TO PROVIDE PERTINENT REFERENCE MATERIAL

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

4.03 AVAILABILITY OF COUNTY'S DESIGNATED REPRESENTATIVES

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

4.04 ACCESS TO COUNTY PROPERTY

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

ARTICLE 5.00 - COMPENSATION AND METHOD OF PAYMENT

5.01 BASIC SERVICES

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

(2) PAYMENT FOR SERVICES PERFORMED (Continued)

- (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, canceled, 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 AGREEMENT(S), 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 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, canceled 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 WORK ORDER(S), SUPPLEMENTAL AGREEMENT(S), CHANGE ORDER(S), SUPPLEMENTAL TASK AUTHORIZATION(S) issued thereto.

ARTICLE 7.00 - SECURING AGREEMENT

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

ARTICLE 8.00 - CONFLICT OF INTEREST

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

If CONSULTANT, for itself and on behalf of its subconsultants, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by CONSULTANT or such sub-consultant under this Agreement, then it will promptly bring such potential conflict of interest to the COUNTY'S attention, in writing. The COUNTY will advise the CONSULTANT, in writing, within ten (10) calendar days as to the period of time required by the COUNTY to determine if such a conflict of interest exists. If the COUNTY determines that there is a conflict of interest, CONSULTANT or such sub-consultant shall decline the representation upon written notice by the COUNTY.

ARTICLE 8.00 - CONFLICT OF INTEREST (Continued)

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.

Should the CONSULTANT fail to advise or notify the COUNTY as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the CONSULTANT fail to discontinue such representation, the COUNTY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The CONSULTANT shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of CONSULTANT with a third party; or (2) the disestablishment of the CONSULTANT'S professional practice and the establishment of a successor consultant, or consulting organization. Nor shall the CONSULTANT subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the COUNTY. The CONSULTANT shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to CONSULTANT in connection with CONSULTANT providing and performing services and work pursuant to the requirements of this Agreement. The COUNTY shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

In providing and performing the services and work required pursuant to this Agreement, CONSULTANT intends to engage the assistance of the sub-consultant(s) and/or subcontractor(s) set forth in EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 10.00 - APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States government.

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

11.01 FOR PROJECTS WITH FUNDS APPROPRIATED FROM GENERAL LEE COUNTY REVENUES

The CONSULTANT for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The CONSULTANT shall comply with Lee County's Affirmative Action Plan or state laws in the hiring of sub-consultants. CONSULTANTS who are uncertain of their obligation must obtain a copy of all relevant guidelines concerning Lee County's Affirmative Action Plan from the Lee County Department of Equal Opportunity.

11.02 FOR PROJECTS WITH FUNDS APPROPRIATED EITHER IN PART OR WHOLLY FROM FEDERAL OR STATE SOURCES

The CONSULTANT for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The CONSULTANT shall make every effort to comply with any Disadvantaged Business Enterprise goals which have been established for this project. CONSULTANTS who are uncertain of their obligations regarding Disadvantaged Business Enterprises for this project must obtain a copy of all relevant federal or state guidelines from the Lee County Department of Equal Opportunity. The failure of the CONSULTANT to adhere to relevant guidelines shall subject the CONSULTANT to any sanctions which may be imposed upon the COUNTY.

ARTICLE 12.00 - WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - INSURANCE

13.01 INSURANCE COVERAGE TO BE OBTAINED

- (1) The CONSULTANT shall obtain and maintain such insurance as will protect him from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the CONSULTANT, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

13.01 INSURANCE COVERAGE TO BE OBTAINED (Continued)

- (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 SubContractors 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 SubContractors 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 SubContractors 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 SubContractor(s) identified in Agreement Exhibit "D" are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

<u>Service and/or work to be Provided and/or Performed</u>	<u>Indicate Name of Individual or Firm</u>
Structural & Environmental	TKW Consulting Engineers
Traffic Analysis	GMB Engineers & Planners
Landscape	Glating – Jackson
Aerial Photography	Aerial Cartographics of America
Public Involvement	Cella & Associates
Archaeological	ACI
Survey & Mapping	AIM Engineering
Geotechnical Services	Allied Engineering
Cost Estimates	Waller & Assoc.

13.01 INSURANCE COVERAGE TO BE OBTAINED Continued

- (6) The insurance coverage to be obtained by the CONSULTANT or by Sub-Consultants or SubContractors 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), Supplemental Agreement(s), Work Assignment(s), Supplemental Task Authorization(s), or Work Order(s). In the event the COUNTY shall execute and issue a written Change Order(s), or Work 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), Supplemental Agreement(s), Work Assignment(s), Supplemental Task Authorization(s), or Work Order(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 PUBLIC WORKS ADMINISTRATION, CONTRACTS MANAGEMENT all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval 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: Public Works Administration, 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

13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

- (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
- (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 Agreements or 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.

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

- (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.
- (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.

(2) COMMERCIAL GENERAL LIABILITY (Continued)

- (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 and 13.02 hereinabove.

(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 WORK ORDER(S), SUPPLEMENTAL AGREEMENT(S), 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.

ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS (Continued)

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:

ARTICLE 19.00 - ENTIRE AGREEMENT (Continued)

- (1) EXHIBIT "A" entitled "Scope of Professional Services" dated March 15, 2002.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated March 15, 2002
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated March 15, 2002.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)", dated March 15, 2002.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated March 15, 2002
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated March 15, 2002.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

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

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:

20.02 NOTICES BY COUNTY TO CONSULTANT (Continued)

Inwood Consulting Engineers, Inc.
(CONSULTANT'S Business Name)

3504 Lake Lynda Drive, Ste. 410
(Street/P.O. Box)

Orlando _____ **FL** **32817**
(City) _____ (State) (Zip Code)

Telephone Number: **(407) 273-3661**
Fax Number: **(407) 273-3662**

ATTENTION: Andrew D. DeWitt
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 Supplemental Agreement or 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.

ARTICLE 21.00 - TERMINATION (Continued)

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 SUPPLEMENTAL AGREEMENT(S), or WORK ORDER(S) or 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 SUPPLEMENTAL AGREEMENT(S), WORK ORDER(S), CHANGE ORDER(S), and/or SUPPLEMENTAL TASK AUTHORIZATIONS, the latest executed SUPPLEMENTAL AGREEMENT(S), WORK ORDER(S), 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: Ruth Inquirer
Deputy Clerk

BY: [Signature]
Chairman

DATE: 4/16/02



APPROVED AS TO FORM

BY: Andrew R. Stull
County Attorney's Office

ATTEST:

INWOOD CONSULTING ENGINEERS, INC.
(CONSULTANT)

Andrew D. DeWitt
(Witness) - Andrew D. DeWitt

BY: Alex B. Hull
Alex B. Hull, President

Edwin H. Buck, III
(Witness) - Edwin H. Buck, III

DATE: 3/14/02

CORPORATE SEAL:



EXHIBIT A

Date: March 15, 2002

SCOPE OF PROFESSIONAL SERVICES

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The Consultant shall provide and perform the following professional services which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this PROFESSIONAL SERVICES AGREEMENT or SERVICE PROVIDER AGREEMENT:

The CONSULTANT shall conduct surveys, develop design alternatives, 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 Corp. of Engineers, the Florida Department of Environmental Protection, Florida Department of Transportation, the E.P.A., the South Florida Water Management District and Lee County Department of Community Development (Development Order) for the following roadway project:

The Scope of this project will encompass the widening of Metro Parkway from existing two lanes to six lanes beginning at the intersection of Six Mile Cypress Parkway and extending through the intersection with Daniels Rd. This project will be completed in accordance with ALL Florida Department of Transportation (FDOT) procedures and will be forwarded to FDOT for right of way acquisition and letting upon completion of design plans and right of way maps. The project shall include all work necessary to provide a complete letting package to the FDOT. The County and FDOT will jointly manage the project. The FDOT project manager will be Sarah Clarke with the SWAO. Coordination will be required with the ongoing design of Metro south of Six Mile. It is anticipated the design will comply with the adopted PD&E study for the corridor.

EXHIBIT A (Continued)

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".

(Each task or sub-task should be given a title and a numerical identification number, and shall be described in detail sufficient to establish a clear and complete understanding between both parties to the Agreement as to what services or work the COUNTY expects the CONSULTANT to provide or perform, and shall be the basis of establishing the amount of compensation to be paid the CONSULTANT.)

Task 1 – Roadway Design Analysis: Includes preparation of Typical Section Package, establishing roadway geometry, performing traffic counts and analysis and the preparation of a Pavement Design Package. Includes the PD&E re-evaluation.

Task 2 – Drainage Analysis: Includes design of a stormwater management system, establishment of drainage boundaries and coordination with the regulatory agencies.

Task 3 – Roadway Plans: Includes preparation of the following: Key Sheet, Typical Sections, Summary of Quantities, Plan and Profiles, Intersection Details and Cross Sections.

Task 4 – Drainage Plans: Includes preparation of Drainage Maps, Drainage Structure Sections and Retention Pond Details

Task 5 – Traffic Control Plans: Includes preparation of plan sheets, notes and details to describe the Maintenance of Traffic.

Task 6 – Utilities / Railroad: Coordinate with the various utility companies as well as the Seminole Gulf Railroad. Secure all necessary Agreements and permits as required.

Task 7 – Environmental / Permitting: Conduct field reviews and assessments of wetlands. Coordinate with regulatory agencies. Secure all necessary permits required for construction.

Task 8 – Signing and Marking: Includes preparation of Key Sheet, General Notes, Tabulation of Quantities and Plan Sheets.

Task 9 – Signalization: Includes preparation of Key Sheet, General Notes, Tabulation of Quantities, Mast Arm Details, Interconnect Sheets and Plan Sheets.

Task 10 – Lighting: Includes preparation of a Lighting Justification Report and Lighting Plans.

EXHIBIT A (Continued)

Task 11 – Structural / Environmental Sub-consultant: Assist prime consultant with identification of wetlands. Assist with the preparation of permitting documents. Perform structural designs as necessary for foundations.

Task 12 – Traffic Analysis Sub-consultant: Assist prime consultant with traffic counts and projections. Includes preparation of a Design Traffic Report.

Task 13 – Landscape Plans: Includes preparation of Key Sheet, General Notes, Tabulation of Quantities, Cost Estimates and Plan Sheets.

Task 14 – Aerial Photography: Secure black and white photography. Perform high resolution scanning.

Task 15 – Public Involvement Sub-consultant: Assist prime consultant as necessary during the PD&E Re-evaluation phase. Coordinate and meet with property owners and the Seminole Gulf Railroad.

Task 16 – Archaeological / Cultural Assessments: Perform assessments as needed during the PD&E Re-evaluation and Pond Siting process.

Task 17 – Design Survey and R/W Mapping: perform complete topographic survey of entire corridor including pond sites. Set all reference ties, place aerial targets and establish a bench line on NGVD '29. Prepare final R/W Maps for the project.

Task 18 – Geotechnical Services: Perform soil borings along the roadway alignment and in the pond sites. Perform soil analysis and prepare a Soil Survey Report.

Task 19 – R/W Cost Estimates: Assist prime consultant as necessary during the PD&E Re-evaluation.

Task 20 – Permitting Fees: Not-to-Exceed amount to cover the anticipated permit application fees.

Task 21 – Post Design Services: Not-to-Exceed amount to cover future anticipated updates to the Plans.

Task 22 – Direct Reimbursables (Out-of-Pocket): Includes reproduction costs, mileage expenses, lodging, shipping and telephone charges.

EXHIBIT B

Date: March 15, 2002

COMPENSATION AND METHOD OF PAYMENT

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

Section 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Roadway Design Analysis	\$ 55,398.11	LS	
2	Drainage Analysis	\$ 45,356.80	LS	
3	Roadway Plans	\$ 105,269.99	LS	
4	Drainage Plans	\$ 47,545.70	LS	
5	Traffic Control Plans	\$ 57,392.45	LS	
6	Utilities / Railroad	\$ 49,649.12	LS	
7	Environmental / Permitting	\$ 18,954.99	LS	
8	Signing and Marking	\$ 23,224.53	LS	
9	Signalization	\$ 33,149.37	LS	
10	Lighting	\$ 33,149.37	LS	
11	Structural / Environmental Sub-Consultant	\$ 33,700.00	LS	
12	Traffic Analysis Sub-Consultant	\$ 17,878.62	LS	
13	Landscape Plans	\$ 18,997.15	LS	
14	Aerial Photography	\$ 2,900.00	LS	
15	Public Involvement Sub-Consultant	\$ 10,165.00	NTE	
16	Archaeological / Cultural Assessment	\$ 5,085.71	NTE	
17	Design Survey & R/W Mapping	\$ 184,250.01	NTE	
18	Geotechnical Services	\$ 51,218.00	NTE	
19	R/W Cost Estimates	\$ 9,000.00	NTE	
20	Permitting Fees	\$ 5,000.00	NTE	
21	Post Design Services	\$ 75,000.00	NTE	
22	Direct Reimbursables (Out of Pocket)	\$ 6,914.50	LS	
TOTAL		\$ 889,199.43		

(Unless list is continued on next page)

EXHIBIT B (Continued)

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 March 15, 2002, 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 N/A, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: March 15, 2002

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE***

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME TKW Consulting Engineers

(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Principal	\$46.88	3.2	\$150.00
Senior Structural	\$39.06	3.2	\$125.00
Senior P.E.	\$39.06	3.2	\$125.00
Project Manager	\$35.94	3.2	\$115.00
Project Engineer	\$31.25	3.2	\$100.00
Project Coordinator	\$31.25	3.2	\$100.00
Professional Engineer	\$28.13	3.2	\$90.00
Contract Administration	\$28.13	3.2	\$90.00
Engineer	\$23.44	3.2	\$75.00
Engineering Designer	\$23.44	3.2	\$75.00
Engineering Tech.	\$18.75	3.2	\$60.00
Senior Acad Tech	\$18.75	3.2	\$60.00
Acad Tech	\$14.06	3.2	\$45.00
Clerical	\$12.50	3.2	\$40.00

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

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

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: March 15, 2002

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE***

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME GMB ENGINEERS & PLANNERS, 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)
QC Engineer	46.63	2.6871	125.30
Project Manager	38.46	2.6871	103.35
Project Engineer	24.52	2.6871	65.89
Traffic Technician	15.00	2.6871	40.31
Clerical	11.00	2.6871	29.56

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

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

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: March 15, 2002

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE***

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME: ARCHAEOLOGICAL CONSULTANTS, INC.

(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Project Manager	43.30	3.001	129.96
Principal Investigator	43.30	3.001	129.96
Architectural Historian	20.00	3.001	60.03
Project Archaeologist	20.81	3.001	62.46
Design Technician	18.35	3.001	55.08
Technician	13.32	3.001	39.98
Clerical	14.05	3.001	42.17

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.
**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs and profit.
***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: March 15, 2002

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE***

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

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)
Principal Engineer/Project Manager	30.00	3.0	90.00
Project Engineer, P.E.	30.00	3.0	90.00
Project Engineer, E.I.	20.00	3.0	60.00
Technical Services Manager	16.00	3.0	54.00
Engineering Tech III (5-9 years exp.)	14.00	3.0	42.00
Engineering Tech II (1-4 years exp.)	11.00	3.0	33.00
Engineering Tech I (1 year exp.)	9.00	3.0	27.00
Technical Draftsperson	10.00	3.0	30.00
Technical Secretary	10.00	3.0	30.00
Water Well Contractor/Drill Crew Chief	16.00	3.0	54.00
Driller Helper	12.00	3.0	36.00
CADD Operator	14.00	3.0	42.00

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

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

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

EXHIBIT C

Date: March 21, 2002

TIME AND SCHEDULE OF PERFORMANCE

for **METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS**

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

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/or Task	Number of Calender Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion From Date of Notice to Proceed
Task 1	Roadway Design Analysis	420	420
Task 2	Drainage Analysis	420	420
Task 3	Roadway Plans	420	420
Task 4	Drainage Plans	420	420
Task 5	Traffic Control Plans	360	420
Task 6	Utilities / Railroad	420	420
Task 7	Environmental / Permitting	390	420
Task 8	Signing and Marking	300	420
Task 9	Signalization	300	420
Task 10	Lighting	300	420
Task 11	Structural / Environmental Sub-Consultant	390	420
Task 12	Traffic Analysis Sub-Consultant	210	210
Task 13	Landscape Plans	300	420
Task 14	Aerial Photography	60	60
Task 15	Public Involvement Sub-Consultant	240	240
Task 16	Archaeological / Cultural Assessment	180	180
Task 17	Design Survey & R/W Mapping	420	420
Task 18	Geotechnical Services	330	330
Task 19	R/W Cost Estimates	90	90
Task 20	Permitting Fees	240	300
Task 21	Post Design Services	360	780
Task 22	Direct Reimbursables (Out of Pocket)	420	420

EXHIBIT D

Date: March 15, 2002

COMPENSATION AND METHOD OF PAYMENT

for **METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS**

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

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
Task 11-Structural and Environmental	TKW Consulting Engineers 12553 New Brittany Blvd., Bldg. #32 Fort Myers, FL 33907	X		WBE	X	
Task 12-Traffic Analysis	GMB Engineers & Planners 3751 Maguire Blvd., Suite 111 Orlando, FL 32803	X		MBE	X	
Task 13-Landscape Plans	Glatting -Jackson 33 East Pine Street Orlando, FL 32801		X		X	
Task 14 - Aerial Photography	Aerial Cartographics of America, Inc. 1722 W. Oak Ridge Road Orlando, FL 32809		X		X	
Task 15 - Public Involvement	Cella & Associates, Inc. 2125 First Street, Suite 201 Ft. Myers, FL 33901	X		WBE	X	
Task 16- Archaeological/Cultural Assessments	ACI 2345 Bee Ridge Road, Suite 6 Sarasota, FL 34239	X		WBE	X	
Task 17-Survey & R/W Mapping	AIM Engineering & Surveying 5300 Lee Blvd. P.O. Box 1235 Lehigh Acres, FL 33970-1235		X		X	
Task 18-Geotechnical Services	Allied Engineering & Testing 5300-A Lee Blvd. Lehigh Acres, FL 33970-0754		X		X	
Task 19-R/W Cost Estimates	Waller & Associates 3333 West Kennedy Blvd. Tampa, FL 33609	X		WBE	X	

EXHIBIT E

Date: March 21, 2002

PROJECT GUIDELINES AND CRITERIA

for **METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS**

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

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

Item No. 1

NONE

EXHIBIT F

DATE: March 15, 2002

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:

METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

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 3.12.
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:

INWOOD CONSULTING ENGINEERS, INC.



BY: Andrew D. DeWitt

TITLE: Vice President

The foregoing instrument was signed and acknowledged before me this 15th day of March, 2002, by Andrew D. DeWitt who has produced (personally known) as identification, and who did not take an oath.


Notary Public Signature

Angela Tucciarelli
Printed Name of Notary Public

Notary Commission Number/Expiration

ANGELA M. TUCCIARELLI
Notary Public, State of Florida
CMO: My comm. exp. Dec. 12, 2005
00/00/00 Comm. No. DD 077998

ACORD CERTIFICATE OF LIABILITY INSURANCE OP 10 D2 DATE (MM/DD/YY) INWOO-1 03/07/02

PRODUCER
 Wachovia Insurance Services
 DavisBaldwin Division
 P.O. Box 25277
 Tampa FL 33622
 Phone: 813-287-1936 Fax: 813-282-1020

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

INSURED
 Inwood Consulting
 Engineers, Inc.
 FAX: 407-273-3662
 3504 Lake Lynda Dr Ste 410
 Orlando, FL 32817

INSURERS AFFORDING COVERAGE

INSURER A:	Northern Ins. Co. of New York
INSURER B:	Twin City Fire Insurance Co.
INSURER C:	Associated Industries
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.

INSUR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	PAS024512890	01/19/02	01/19/03	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MFG EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY	PAS024512890	01/19/02	01/19/03	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input type="checkbox"/> GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<input type="checkbox"/> ANY AUTO				
A	<input checked="" type="checkbox"/> EXCESS LIABILITY	PAS024512890	01/19/02	01/19/03	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2002328868	02/01/02	02/01/03	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
					L. EACH ACCIDENT \$ 100,000
					L. DISEASE - EA EMPLOYEE \$ 100,000
	<input type="checkbox"/> OTHER				L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liab	KY0050147	04/18/01	04/18/02	Liability 1,000,000 Ded 2000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Lee County Board of County Commissioners is included as an additional insured as respects to general liability

SUBJECT: Metro Parkway Widening from Six Mile to Daniels

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Lee County Board of Cnty Comm ATTN: Public Works Admin, Contracts Management PO Box 398 Fort Myers FL 33902-0398	LEE COU	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



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (239) 335-2183

Bob Janes
District One

Douglas R. St. Cerny **April 8, 2003**
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stillwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

Inwood Consulting Engineers
870 Clark Street
Oviedo, FL 32756

SUBJECT: CN-02-08 METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

ENCLOSURE: CHANGE ORDER

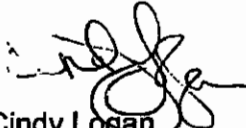
Dear Sir:

Enclosed is your executed copy of Change Order # 1 for the project known as "Metro Parkway Widening from Six Mile To Daniels."

If you should have any questions, please give me a call.

Sincerely,

CONTRACTS MANAGEMENT


Cindy Logan
Contracts Manager

cc: Clerks Office, Minutes Dept/Original
DOT, Project Manager
Amy Davies, DOT/Fiscal Manager
Internal Services Fiscal
Contracts File

LEE COUNTY PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

Change Order
 Supplemental Task Authorization

NO.: 1

(A Change Order or Supplemental Task Authorization Requires Approval by the Department Director for Expenditures Under \$25,000 or Approval by the County Manager for Expenditures Between \$25,000 and \$50,000 or Approval by the Board of County Commissioners for Expenditures over \$50,000)

CONTRACT/PROJECT NAME: METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

CONSULTANT: Inwood Consulting Engineers

PROJECT NO.: 5022

SOLICIT NO.: 02-08

CONTRACT NO.: 2063

ACCOUNT NO.: 20502230700.506510

REQUESTED BY: Dept. of Transportation

DATE OF REQUEST: 3/14/03

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "CO/STA-A: SCOPE OF PROFESSIONAL SERVICE: DATED: 3/14/03
EXHIBIT "CO/STA-B: COMPENSATION & METHOD OF PAYMENT: DATED: 3/14/03
EXHIBIT "CO/STA-C: TIME AND SCHEDULE OF PERFORMANCE: DATED: 3/14/03
EXHIBIT "CO/STA-D: CONSULTANT'S/PROVIDERS ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: 3/14/03
EXHIBIT "CO/STA-E: PROJECT GUIDELINES AND CRITERIA: DATED: 3/14/03

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: _____
Department Director Date

By: [Signature] 4/2/03
Contracts Manager Date

APPROVED:

By: _____
*County Attorney's Office Date

*County Attorney signature needed
for over Board level expenditures only.

CMO:023
09/25/01

ACCEPTED:

By: [Signature]
Consultant/Provider

Date Accepted: 3/14/03

Corporate Seal

COUNTY APPROVAL:

By: [Signature]
Department Director
(Under \$25,000)
Date Approved: 4/7/03

By: _____
County Manager (Between
\$25,000 and under \$50,000)
Date Approved: _____

By: _____
Chairman
Board of County Commissioners
Date Approved: _____

CHANGE ORDER AGREEMENT No. _____
or
 SUPPLEMENTAL TASK AUTHORIZATION No.1

EXHIBIT "CO/STA-A"

Date: 3/14/03

SCOPE OF PROFESSIONAL SERVICES

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

SECTION 1.00 CHANGE(S) TO PROFESSIONAL SERVICES

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services Agreement, or Service Provider Agreement, referred to hereinbefore is hereby supplemented, changed or authorized, so that the CONSULTANT or SERVICE PROVIDER, shall provide and perform the following professional services, tasks, or work as a supplement to, change to, or authorized to, the scope of services previously agreed to and authorized:

1. **Prepare for and Conduct Re-Evaluation Public Hearing. Includes compiling mailing list, preparation of graphics and preparation of the Public Hearing script. Includes locating a suitable hearing room, and setting up and breaking down the room. DOES NOT INCLUDE POSTAGE OR ADVERTISING COSTS.**
2. **Conduct Phase 2 sampling and laboratory analysis for the areas of concern on the Tafel Property. This includes the collection and analysis of a total of three (3) soil samples and one (1) water sample for the presence of contaminants from the Priority Pollution List.**

*Attach additional pages, if needed.

CHANGE ORDER AGREEMENT No.
 or
 SUPPLEMENTAL TASK AUTHORIZATION No. 1

EXHIBIT "CO/STA-B"

Date: 3/14/03

COMPENSATION AND METHOD OF PAYMENT

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the CONSULTANT, or SERVICE PROVIDER, shall be entitled to receive for providing and performing the supplemented, changed or authorized services, tasks, or work as set forth and enumerated in the Scope of Services set forth in this CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto shall be 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 "S/COA-A". In accordance with Professional Services Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Roadway Design Analysis			
2	Drainage Analysis			
3	Roadway Plans			
4	Drainage Plans			
5	Traffic Control Plans			
6	Utilities / Railroad			
7	Environmental / Permitting	\$4840	LS	WIPP
8	Signing and Marking			
9	Signalization			
10	Lighting			
11	Structural / Environmental Sub-consultant			
12	Traffic Analysis Sub-consultant			
13	Landscape Plans			
14	Aerial Photography			
15	Public Involvement Sub-consultant	\$ 19,996.60	LS	WIPP
16	Archaeological / Cultural Assessments			
17	Design Survey and R/W Mapping			
18	Geotechnical Services			
19	R/W Cost Estimates			
20	Permitting Fees			
21	Post Design Services			
22	Direct Reimbursables (Out-of-Pocket)			
TOTAL		\$ 24,836.60		

(Unless list is continued on next page)

CMO:026
 09/25/01

CHANGE ORDER AGREEMENT No. _____
 OR
 SUPPLEMENTAL TASK AUTHORIZATION No. 1

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the CHANGE ORDER or AGREEMENT, Exhibit "CO/STA-A", the compensation the COUNTY has previously agreed to pay to the CONSULTANT, or SERVICE PROVIDER, as set forth in Exhibit "B" of the Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous CO or STA Nos. _____	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
1	Roadway Design Analysis	\$ 55,398.11			\$ 55,398.11
2	Drainage Analysis	\$ 45,356.80			\$ 45,356.80
3	Roadway Plans	\$ 105,269.99			\$ 105,269.99
4	Drainage Plans	\$ 47,545.70			\$ 47,545.70
5	Traffic Control Plans	\$ 57,392.45			\$ 57,392.45
6	Utilities / Railroad	\$ 49,649.12			\$ 49,649.12
7	Environmental / Permitting	\$ 18,954.99		\$ 4,840	\$ 23,794.99
8	Signing and Marking	\$ 23,224.53			\$ 23,224.53
9	Signalization	\$ 33,149.37			\$ 33,149.37
10	Lighting	\$ 33,149.37			\$ 33,149.37
11	Structural / Environmental Sub-consultant	\$ 33,700.00			\$ 33,700.00
12	Traffic Analysis Sub-consultant	\$ 17,878.62			\$ 17,878.62
13	Landscape Plans	\$ 18,997.15			\$ 18,997.15
14	Aerial Photography	\$ 2,900.00			\$ 2,900.00
15	Public Involvement Sub-consultant	\$ 10,165.00		\$ 19,996.60	\$ 30,161.60
16	Archaeological / Cultural Assessments	\$ 5,085.71			\$ 5,085.71
17	Design Survey and R/W Mapping	\$ 184,250.01			\$ 184,250.01
18	Geotechnical Services	\$ 51,218.00			\$ 51,218.00
19	R/W Cost Estimates	\$ 9,000.00			\$ 9,000.00
20	Permitting Fees	\$ 5,000.00			\$ 5,000.00
21	Post Design Services	\$ 75,000.00			\$ 75,000.00
22	Direct Reimbursables (Out-of-Pocket)	\$ 6,914.50			\$ 6,914.50
		\$ 889,199.43		\$ 24,836.60	\$ 914,036.03

CMO:026
09/25/01

CHANGE ORDER AGREEMENT No. _____
or
 SUPPLEMENTAL TASK AUTHORIZATION No. 1

EXHIBIT "CO/STA-C"

Date: 3/14/03

TIME AND SCHEDULE OF PERFORMANCE

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

SECTION 1.00 CHANGES FOR THIS CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks, or work set forth in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", entitled "Scope of Professional Services" attached hereto is as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT AAa	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion from Date of Notice to Proceed For this CO or STA
1	Roadway Design Analysis	NA	NA
2	Drainage Analysis	NA	NA
3	Roadway Plans	NA	NA
4	Drainage Plans	NA	NA
5	Traffic Control Plans	NA	NA
6	Utilities / Railroad	NA	NA
7	Environmental / Permitting	NA	NA
8	Signing and Marking	NA	NA
9	Signalization	NA	NA
10	Lighting	NA	NA
11	Structural / Environmental Sub-consultant	30	30
12	Traffic Analysis Sub-consultant	NA	NA
13	Landscape Plans	NA	NA
14	Aerial Photography	NA	NA
15	Public Involvement Sub-consultant	60	60
16	Archaeological / Cultural Assessments	NA	NA
17	Design Survey and R/W Mapping	NA	NA
18	Geotechnical Services	NA	NA
19	R/W Cost Estimates	NA	NA
20	Permitting Fees	NA	NA
21	Post Design Services	NA	NA
22	Direct Reimbursables (Out-of-Pocket)	NA	NA

CHANGE ORDER AGREEMENT No. _____
or
 SUPPLEMENTAL TASK AUTHORIZATION No. 1

EXHIBIT "CO/STA-C"

Date: 3/14/03

TIME AND SCHEDULE OF PERFORMANCE

for **METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS**

SECTION 2.00 SUMMARY OF THE IMPACT OF CHANGE(S) IN PROFESSIONAL SERVICES ON THE OVERALL PROJECT TIME AND SCHEDULE OF PERFORMANCE

Pursuant to and in consideration of the changes in the Scope of Professional Services in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", the time and schedule the COUNTY and the CONSULTANT, or SERVICE PROVIDER, has previously agreed to for all of the work to be done under this Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT >A= and EXHIBIT >CO/STA-A=	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion From Date of Notice to Proceed
1	Roadway Design Analysis	NA	NA
2	Drainage Analysis	NA	NA
3	Roadway Plans	NA	NA
4	Drainage Plans	NA	NA
5	Traffic Control Plans	NA	NA
6	Utilities / Railroad	NA	NA
7	Environmental / Permitting	NA	NA
8	Signing and Marking	NA	NA
9	Signalization	NA	NA
10	Lighting	NA	NA
11	Structural / Environmental Sub-consultant	30	30
12	Traffic Analysis Sub-consultant	NA	NA
13	Landscape Plans	NA	NA
14	Aerial Photography	NA	NA
15	Public Involvement Sub-consultant	60	90
16	Archaeological / Cultural Assessments	NA	NA
17	Design Survey and R/W Mapping	NA	NA
18	Geotechnical Services	NA	NA
19	R/W Cost Estimates	NA	NA
20	Permitting Fees	NA	NA
21	Post Design Services	NA	NA
22	Direct Reimbursables (Out-of-Pocket)	NA	NA

CHANGE ORDER AGREEMENT No. _____
 or
 SUPPLEMENTAL TASK AUTHORIZATION No. 1

EXHIBIT "CO/STA-D"

Date: 3/14/03

CONSULTANT'S, OR SERVICE PROVIDER'S, ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

CONSULTANT, or SERVICE PROVIDER, intends to engage the following sub-consultant(s) and/or sub-contractor(s) to assist the CONSULTANT, or SERVICE PROVIDER, in providing and performing the services, tasks, or work required under this CHANGE ORDER, or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT.

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant=s Insurance Coverage	
		Yes	No	Type	Yes	No
Environmental	TKW Consultants 12553 New Brittany Blvd Bldg #32 Fort Myers, FL 33907		X			X
Public Involvement	Cella & Associates 2125 1st Street Suite 201 Fort Myers, FL 33907	X		Women Business Enterprise		X

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 1

EXHIBIT "CO/STA-E"

Date: 3/14/03

PROJECT GUIDELINES AND CRITERIA

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

As a supplement, or change, to the Project Guidelines and Criteria set forth in the Professional Services Agreement, or Service Provider Agreement, Exhibit "E", 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, or SERVICE PROVIDER, in performing the professional services, tasks, or work to be provided pursuant to the professional services set forth hereinbefore in CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto:

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

Item No. Description

None



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (239) 335-2183

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

June 15, 2004

Inwood Consulting Engineers
870 Clark Street
Oviedo, FL 32756

SUBJECT: CN-02-08 METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

ENCLOSURE: CHANGE ORDER

Dear Sir:

Enclosed is your executed copy of Change Order #2 for the project known as "Metro Parkway Widening from Six Mile to Daniels."

If you should have any questions, please give me a call.

Sincerely,

CONTRACTS MANAGEMENT

Cindy Logan
Contracts Manager

cc: Clerks Office, Minutes Dept
DOT
Internal Services Fiscal
Amy Davies, Fiscal/DOT
Contracts File

LEE COUNTY PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

Change Order
 Supplemental Task Authorization

NO.: 2

(A Change Order or Supplemental Task Authorization Requires Approval by the Department Director for Expenditures Under \$25,000 or Approval by the County Manager for Expenditures Between \$25,000 and \$50,000 or Approval by the Board of County Commissioners for Expenditures over \$50,000)

CONTRACT/PROJECT NAME: **METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS**

CONSULTANT: Inwood Consulting Engineers

PROJECT NO.: 5022

SOLICIT NO.: 02-08

CONTRACT NO.: 2063

ACCOUNT NO.: 205022-30700-500510

REQUESTED BY: Department of Transportation

DATE OF REQUEST: 4/8/04

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "CO/STA-A: SCOPE OF PROFESSIONAL SERVICE: DATED: 4/8/04
EXHIBIT "CO/STA-B: COMPENSATION & METHOD OF PAYMENT: DATED: 4/8/04
EXHIBIT "CO/STA-C: TIME AND SCHEDULE OF PERFORMANCE: DATED: 4/8/04
EXHIBIT "CO/STA-D: CONSULTANT'S/PROVIDERS ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: 4/8/04
EXHIBIT "CO/STA-E: PROJECT GUIDELINES AND CRITERIA: DATED: 4/8/04

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: [Signature] 4/10/04
Department Director Date

By: [Signature] 4/1/04
Contracts Mgr Date

APPROVED:

By: _____
*County Attorney's Office Date

*County Attorney signature needed
for over Board level expenditures only.

ACCEPTED:

By: [Signature]
Consultant/Provider

Date Accepted: _____

Corporate Seal

COUNTY APPROVAL:

By: _____
Department Director
(Under \$25,000)
Date Approved: _____

By: [Signature]
County Manager (Between
(\$25,000 and under \$50,000)
Date Approved: 6/15/04

By: _____
Chairman
Board of County Commissioners
Date Approved: _____

CHANGE ORDER AGREEMENT No. 2
or
 SUPPLEMENTAL TASK AUTHORIZATION No. A

EXHIBIT "CO/STA-A"

Date: 4/8/04

SCOPE OF PROFESSIONAL SERVICES

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

SECTION 1.00 CHANGE(S) TO PROFESSIONAL SERVICES

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services Agreement, or Service Provider Agreement, referred to hereinbefore is hereby supplemented, changed or authorized, so that the CONSULTANT or SERVICE PROVIDER, shall provide and perform the following professional services, tasks, or work as a supplement to, change to, or authorized to, the scope of services previously agreed to and authorized:

1. Modify roadway and drainage construction plans affected by change of new pond location to Hagen Parcel (STRAP 19-45-25-00-00004.0030).
2. Revise Environmental Resource Permit Application to reflect changes in pond site.

*Attach additional pages, if needed.

CHANGE ORDER AGREEMENT No. 2
 SUPPLEMENTAL TASK AUTHORIZATION No. X2

EXHIBIT "CO/STA-B"

Date: 4/8/04

COMPENSATION AND METHOD OF PAYMENT

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

(Enter Project Name from Page 1 of the
Change Order or Supplemental Task Authorization)

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the CONSULTANT, or SERVICE PROVIDER, shall be entitled to receive for providing and performing the supplemented, changed or authorized services, tasks, or work as set forth and enumerated in the Scope of Services set forth in this CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto shall be 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 "S/COA-A". In accordance with Professional Services Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Roadway Design Analysis		LS	WIPP
2	Drainage Analysis	15,000	LS	WIPP
3	Roadway Plans		LS	WIPP
4	Drainage Plans	14,000	LS	WIPP
5	Traffic Control Plans			
6	Utilities / Railroad			
7	Environmental / Permitting	14,000	LS	WIPP
8	Signing and Marking		LS	WIPP
9	Signalization			
10	Lighting		LS	WIPP
11	Structural / Environmental Sub-consultant			
12	Traffic Analysis Sub-consultant			
13	Landscape Plans			
14	Aerial Photography			
15	Public Involvement Sub-consultant			
16	Archeological / Cultural Assessments			
17	Design Survey and R/W Mapping	6,793.75	NTE	WIPP
18	Geotechnical Services			
19	R/W Cost Estimates			
20	Permitting Fees			
21	Post Design Services			
22	Direct Reimbursables (Out-of-Pocket)	184.16		
TOTAL		\$ 49,977.91		

(Unless list is continued on next page)

CMO:026
09/25/01

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the CHANGE ORDER or AGREEMENT, Exhibit "CO/STA-A", the compensation the COUNTY has previously agreed to pay to the CONSULTANT, or SERVICE PROVIDER, as set forth in Exhibit "B" of the Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation In the Basic Agreement	Adjustment(s) by Previous CO or STA Nos. 1 & 2	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
1	Roadway Design Analysis	\$ 55,398.11			\$ 55,398.11
2	Drainage Analysis	\$ 45,356.80		\$15,000.00	\$ 60,356.80
3	Roadway Plans	\$ 105,270.00			\$ 105,270.00
4	Drainage Plans	\$ 47,545.70		\$14,000.00	\$ 61,545.70
5	Traffic Control Plans	\$ 57,392.45			\$ 57,392.45
6	Utilities / Railroad	\$ 49,649.12			\$ 49,649.12
7	Environmental / Permitting	\$ 18,954.99		\$14,000.00	\$ 32,954.99
8	Signing and Marking	\$ 23,224.53			\$ 23,224.53
9	Signalization	\$ 33,149.37			\$ 33,149.37
10	Lighting	\$ 33,149.37			\$ 33,149.37
11	Structural / Environmental Sub-consultant	\$ 33,700.00	\$ 4,840.00		\$ 38,540.00
12	Traffic Analysis Sub-consultant	\$ 17,878.62			\$ 17,878.62
13	Landscape Plans	\$ 18,997.15			\$ 18,997.15
14	Aerial Photography	\$ 2,900.00			\$ 2,900.00
15	Public Involvement Sub-consultant	\$ 10,165.00	\$ 19,996.60		\$ 30,161.60
16	Archeological / Cultural Assessments	\$ 5,085.71			\$ 5,085.71
17	Design Survey and R/W Mapping	\$ 184,250.01		\$ 6,793.75	\$ 191,043.76
18	Geotechnical Services	\$ 51,218.00			\$ 51,218.00
19	R/W Cost Estimates	\$ 9,000.00			\$ 9,000.00
20	Permitting Fees	\$ 5,000.00			\$ 5,000.00
21	Post Design Services	\$ 75,000.00			\$ 75,000.00
22	Direct Reimbursables (Out-of-Pocket)	\$ 6,914.50		\$ 184.16	\$ 7,098.66
TOTAL		\$ 889,199.43	\$ 24,836.60	\$ 49,977.91	\$ 964,013.94

CHANGE ORDER AGREEMENT No. 2
 or
 SUPPLEMENTAL TASK AUTHORIZATION No. X

EXHIBIT "CO/STA-C"

Date: 4/8/04

TIME AND SCHEDULE OF PERFORMANCE

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

(Enter Project Name from Page 1 of the
 Change Order or Supplemental Task Authorization Agreement)

SECTION 1.00 CHANGES FOR THIS CHANGE ORDER OR SUPPLEMENTAL TASK
 AUTHORIZATION AGREEMENT

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks, or work set forth in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", entitled "Scope of Professional Services" attached hereto is as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT A	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion from Date of Notice to Proceed For this CO or STA
1	Roadway Design Analysis	NA	NA
2	Drainage Analysis	NA	NA
3	Roadway Plans	NA	NA
4	Drainage Plans	NA	NA
5	Traffic Control Plans	NA	NA
6	Utilities / Railroad	NA	NA
7	Environmental / Permitting	NA	NA
8	Signing and Marking	NA	NA
9	Signalization	NA	NA
10	Lighting	NA	NA
11	Structural / Environmental Sub-consultant	30	30
12	Traffic Analysis Sub-consultant	NA	NA
13	Landscape Plans	NA	NA
14	Aerial Photography	NA	NA
15	Public Involvement Sub-consultant	NA	NA
16	Archeological / Cultural Assessments	30	30
17	Design Survey and RW Mapping	NA	NA
18	Geotechnical Services	30	30
19	RW Cost Estimates	NA	NA
20	Permitting Fees	NA	NA
21	Post Design Services	NA	NA
22	Direct Reimbursables (Out-of-Pocket)	NA	NA

CMO:027
 09/25/01

Date: 4/8/04

TIME AND SCHEDULE OF PERFORMANCE

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

(Enter Project Name from Page 1 of the
 Change Order or Supplemental Task Authorization Agreement)

SECTION 2.00 SUMMARY OF THE IMPACT OF CHANGE(S) IN PROFESSIONAL SERVICES ON THE OVERALL PROJECT TIME AND SCHEDULE OF PERFORMANCE

Pursuant to and in consideration of the changes in the Scope of Professional Services in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", the time and schedule the COUNTY and the CONSULTANT, or SERVICE PROVIDER, has previously agreed to for all of the work to be done under this Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT A and EXHIBIT CO/STA-A=	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion From Date of Notice to Proceed
1	Roadway Design Analysis	NA	NA
2	Drainage Analysis	NA	NA
3	Roadway Plans	NA	NA
4	Drainage Plans	NA	NA
5	Traffic Control Plans	NA	NA
6	Utilities / Railroad	NA	NA
7	Environmental / Permitting	NA	NA
8	Signing and Marking	NA	NA
9	Signalization	NA	NA
10	Lighting	NA	NA
11	Structural / Environmental Sub-consultant	NA	NA
12	Traffic Analysis Sub-consultant	NA	NA
13	Landscape Plans	NA	NA
14	Aerial Photography	NA	NA
15	Public Involvement Sub-consultant	NA	NA
16	Archeological / Cultural Assessments	NA	NA
17	Design Survey and R/W Mapping	NA	NA
18	Geotechnical Services	NA	NA
19	R/W Cost Estimates	NA	NA
20	Permitting Fees	NA	NA
21	Post Design Services	NA	NA
22	Direct Reimbursables (Out-of-Pocket)	NA	NA

CHANGE ORDER AGREEMENT No. 2

SUPPLEMENTAL TASK AUTHORIZATION No. 3

EXHIBIT "CO/STA-D"

Date: 4/8/04

CONSULTANT'S, OR SERVICE PROVIDER'S, ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for **METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS**

(Enter Project Name from Page 1 of the Change Order or Supplemental Task Authorization Agreement)

CONSULTANT, or SERVICE PROVIDER, intends to engage the following sub-consultant(s) and/or sub-contractor(s) to assist the CONSULTANT, or SERVICE PROVIDER, in providing and performing the services, tasks, or work required under this CHANGE ORDER, or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT.

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
Archeological / Cultural Assessments	Archaeological Consultants, Inc. 8110 Blaikie Court, Suite A Sarasota, FL 34240	Yes		WBE		No
Geotechnical Services	Allied Engineering and Testing 5300-A Lee Blvd Lehigh Acres, FL 33970		No			No
Design Survey and R/W Mapping	AIM Engineering and Surveying 5300 Lee Blvd PO Box 1235 Lehigh Acres, FL 33970		No			No
Structural / Environmental Sub-consultant	TKW Consultants 12553 New Brittany Blvd Bldg #32 Fort Myers, FL 3390		No			No

CHANGE ORDER AGREEMENT No. 2

or
 SUPPLEMENTAL TASK AUTHORIZATION No. 4

EXHIBIT "CO/STA-E"

Date: 4/8/04

PROJECT GUIDELINES AND CRITERIA

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

(Enter Project Name from Page 1 of the
Change Order or Supplemental Task Authorization Agreement)

As a supplement, or change, to the Project Guidelines and Criteria set forth in the Professional Services Agreement, or Service Provider Agreement, Exhibit "E", 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, or SERVICE PROVIDER, in performing the professional services, tasks, or work to be provided pursuant to the professional services set forth hereinbefore in CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto:

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

ITEM No. 1

None



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (239) 335-2183

Bob Janes
District One

Douglas R. St. Camy
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

Robert W. Gray
Deputy County Attorney

Diana M. Parker
County Hearing
Examiner

November 2, 2004

Inwood Consulting Engineers
870 Clark Street
Oviedo, FL 32756

SUBJECT: **CN-02-08 METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS**

ENCLOSURE: CHANGE ORDER

Dear Sir:

Enclosed is your executed copy of Change Order #3 for the project known as "Metro Parkway Widening from Six Mile to Daniels."

If you should have any questions, please give me a call.

Sincerely,

CONTRACTS MANAGEMENT

Cindy Logan
Contracts Manager

cc: Clerks Office, Minutes Dept
Don DeBerry, DOT
Internal Services Fiscal
Amy Davies, Fiscal/DOT
Contracts File

11/3 Please add to

line # 1 C-2063

Thp
Bruce

Done...
11/10/04 ML

LEE COUNTY PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

Change Order
 Supplemental Task Authorization

NO.: 3

(A Change Order or Supplemental Task Authorization Requires Approval by the Department Director for Expenditures Under \$25,000 or Approval by the County Manager for Expenditures Between \$25,000 and \$50,000 or Approval by the Board of County Commissioners for Expenditures over \$50,000)

CONTRACT/PROJECT NAME: **METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS**

CONSULTANT: Inwood Consulting Engineers

PROJECT NO.: 5022

CN-

SOLICIT NO.: 02-08

CONTRACT NO.: 2063

ACCOUNT NO.: 20502230700.506510

REQUESTED BY: Department of Transportation

DATE OF REQUEST: 9/8/04

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant/Provider is authorized to and shall proceed with the following:

- EXHIBIT "CO/STA-A: SCOPE OF PROFESSIONAL SERVICE: DATED: 9/8/04
- EXHIBIT "CO/STA-B: COMPENSATION & METHOD OF PAYMENT: DATED: 9/8/04
- EXHIBIT "CO/STA-C: TIME AND SCHEDULE OF PERFORMANCE: DATED: 9/8/04
- EXHIBIT "CO/STA-D: CONSULTANT'S/PROVIDERS ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: 9/8/04
- EXHIBIT "CO/STA-E: PROJECT GUIDELINES AND CRITERIA: DATED: 9/8/04

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: _____
Department Director Date

By: Cindy Logan 10/6/04
Contracts Mgmt Date

APPROVED:

By: _____
*County Attorney's Office Date

*County Attorney signature needed
for over Board level expenditures only.

CMO:023
09/25/01

ACCEPTED:

By: Andrew D. DeWitt
Consultant/Provider

Date Accepted: 9/13/04

Corporate Seal

COUNTY APPROVAL:

By: [Signature]
Department Director
(Under \$25,000)
Date Approved: 10/14/04

By: _____
County Manager (Between
(\$25,000 and under \$50,000)
Date Approved: _____

By: _____
Chairman
Board of County Commissioners
Date Approved: _____

- CHANGE ORDER AGREEMENT No. 3
- or
- SUPPLEMENTAL TASK AUTHORIZATION

EXHIBIT "CO/STA-A"

Date: 9/8/04

SCOPE OF PROFESSIONAL SERVICES

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

SECTION 1.00 CHANGE(S) TO PROFESSIONAL SERVICES

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services Agreement, or Service Provider Agreement, referred to hereinbefore is hereby supplemented, changed or authorized, so that the CONSULTANT or SERVICE PROVIDER, shall provide and perform the following professional services, tasks, or work as a supplement to, change to, or authorized to, the scope of services previously agreed to and authorized:

1. Update topography for entire project including locating new construction.
2. Revise cross sections and right-of-way limits due to updated topography.

*Attach additional pages, if needed.

CHANGE ORDER AGREEMENT No. 3
 or
 SUPPLEMENTAL TASK AUTHORIZATION No. _____

EXHIBIT "CO/STA-B"

Date: 9/8/04

COMPENSATION AND METHOD OF PAYMENT

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

(Enter Project Name from Page 1 of the
 Change Order or Supplemental Task Authorization)

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the CONSULTANT, or SERVICE PROVIDER, shall be entitled to receive for providing and performing the supplemented, changed or authorized services, tasks, or work as set forth and enumerated in the Scope of Services set forth in this CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto shall be 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 "S/COA-A". In accordance with Professional Services Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Roadway Design Analysis	5,000.00	LS	WIPP
2	Drainage Analysis		LS	WIPP
3	Roadway Plans		LS	WIPP
4	Drainage Plans		LS	WIPP
5	Traffic Control Plans		LS	
6	Utilities / Railroad		LS	
7	Environmental / Permitting		LS	WIPP
8	Signing and Marking		LS	WIPP
9	Signalization		LS	
10	Lighting		LS	WIPP
11	Structural / Environmental Sub-consultant	12,402.19		
12	Traffic Analysis Sub-consultant			
13	Landscape Plans			
14	Aerial Photography			
15	Public Involvement Sub-consultant			
16	Archeological / Cultural Assessments			
17	Design Survey and R/W Mapping		NTE	WIPP
18	Geotechnical Services			
19	R/W Cost Estimates			
20	Permitting Fees			
21	Post Design Services			
22	Direct Reimbursables (Out-of-Pocket)			
TOTAL		\$ 17,402.19		

(Unless list is continued on next page)

CHANGE ORDER AGREEMENT No. 3
 or
 SUPPLEMENTAL TASK AUTHORIZATION No

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the CHANGE ORDER or AGREEMENT, Exhibit "CO/STA-A", the compensation the COUNTY has previously agreed to pay to the CONSULTANT, or SERVICE PROVIDER, as set forth in Exhibit "B" of the Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation In the Basic Agreement	Adjustment(s) by Previous CO or STA Nos. <u>1 & 2</u>	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
1	Roadway Design Analysis	\$ 55,398.11		\$5,000.00	\$60,398.11
2	Drainage Analysis	\$ 45,356.80	\$15,000.00	\$0.00	\$49,755.41
3	Roadway Plans	\$ 105,270.00		\$0.00	\$116,287.10
4	Drainage Plans	\$ 47,545.70	\$14,000.00	\$0.00	\$54,913.35
5	Traffic Control Plans	\$ 57,392.45		\$0.00	\$57,392.45
6	Utilities / Railroad	\$ 49,649.12		\$0.00	\$49,649.12
7	Environmental / Permitting	\$ 18,954.99	\$14,000.00	\$0.00	\$32,766.56
8	Signing and Marking	\$ 23,224.53		\$0.00	\$24,828.67
9	Signalization	\$ 33,149.37		\$0.00	\$33,149.37
10	Lighting	\$ 33,149.37		\$0.00	\$36,443.12
11	Structural / Environmental Sub-consultant	\$ 33,700.00	\$4,840.00		\$ 38,540.00
12	Traffic Analysis Sub-consultant	\$ 17,878.62			\$ 17,878.62
13	Landscape Plans	\$ 18,997.15			\$ 18,997.15
14	Aerial Photography	\$ 2,900.00			\$ 2,900.00
15	Public Involvement Sub-consultant	\$ 10,165.00	\$19,996.60		\$ 30,161.60
16	Archeological / Cultural Assessments	\$ 5,085.71			\$ 5,085.71
17	Design Survey and R/W Mapping	\$ 184,250.01	\$6,793.75	\$ 12,402.19	\$ 203,445.95
18	Geotechnical Services	\$ 51,218.00			\$ 51,218.00
19	R/W Cost Estimates	\$ 9,000.00			\$ 9,000.00
20	Permitting Fees	\$ 5,000.00			\$ 5,000.00
21	Post Design Services	\$ 75,000.00			\$ 75,000.00
22	Direct Reimbursables (Out-of-Pocket)	\$ 6,914.50	\$184.16		\$ 7,098.66
TOTAL		\$ 889,199.42	\$ 74,814.57	\$ 17,402.19	\$ 981,422.19

CHANGE ORDER AGREEMENT No. 3

or

SUPPLEMENTAL TASK AUTHORIZATION No.

EXHIBIT "CO/STA-C"

Date: 9/8/04

TIME AND SCHEDULE OF PERFORMANCE

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

(Enter Project Name from Page 1 of the
Change Order or Supplemental Task Authorization Agreement)

SECTION 1.00 CHANGES FOR THIS CHANGE ORDER OR SUPPLEMENTAL TASK
AUTHORIZATION AGREEMENT

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks, or work set forth in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", entitled "Scope of Professional Services" attached hereto is as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT A	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion from Date of Notice to Proceed For this CO or STA
1	Roadway Design Analysis	NA	NA
2	Drainage Analysis	NA	NA
3	Roadway Plans	NA	NA
4	Drainage Plans	NA	NA
5	Traffic Control Plans	NA	NA
6	Utilities / Railroad	NA	NA
7	Environmental / Permitting	NA	NA
8	Signing and Marking	NA	NA
9	Signalization	NA	NA
10	Lighting	NA	NA
11	Structural / Environmental Sub-consultant	30	30
12	Traffic Analysis Sub-consultant	NA	NA
13	Landscape Plans	NA	NA
14	Aerial Photography	NA	NA
15	Public Involvement Sub-consultant	NA	NA
16	Archeological / Cultural Assessments	30	30
17	Design Survey and R/W Mapping	NA	NA
18	Geotechnical Services	30	30
19	R/W Cost Estimates	NA	NA
20	Permitting Fees	NA	NA
21	Post Design Services	NA	NA
22	Direct Reimbursables (Out-of-Pocket)	NA	NA

CHANGE ORDER AGREEMENT No. 3
 or
 SUPPLEMENTAL TASK AUTHORIZATION No.

EXHIBIT "CO/STA-C"

Date: 9/8/04

TIME AND SCHEDULE OF PERFORMANCE

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

(Enter Project Name from Page 1 of the
 Change Order or Supplemental Task Authorization Agreement)

SECTION 2.00 SUMMARY OF THE IMPACT OF CHANGE(S) IN PROFESSIONAL SERVICES ON THE
 OVERALL PROJECT TIME AND SCHEDULE OF PERFORMANCE

Pursuant to and in consideration of the changes in the Scope of Professional Services in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", the time and schedule the COUNTY and the CONSULTANT, or SERVICE PROVIDER, has previously agreed to for all of the work to be done under this Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT A and EXHIBIT CO/STA-A=	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion From Date of Notice to Proceed
1	Roadway Design Analysis	NA	NA
2	Drainage Analysis	NA	NA
3	Roadway Plans	NA	NA
4	Drainage Plans	NA	NA
5	Traffic Control Plans	NA	NA
6	Utilities / Railroad	NA	NA
7	Environmental / Permitting	NA	NA
8	Signing and Marking	NA	NA
9	Signalization	NA	NA
10	Lighting	NA	NA
11	Structural / Environmental Sub-consultant	NA	NA
12	Traffic Analysis Sub-consultant	NA	NA
13	Landscape Plans	NA	NA
14	Aerial Photography	NA	NA
15	Public Involvement Sub-consultant	NA	NA
16	Archeological / Cultural Assessments	NA	NA
17	Design Survey and R/W Mapping	NA	NA
18	Geotechnical Services	NA	NA
19	R/W Cost Estimates	NA	NA
20	Permitting Fees	NA	NA
21	Post Design Services	NA	NA
22	Direct Reimbursables (Out-of-Pocket)	NA	NA

CHANGE ORDER AGREEMENT No. 3
 or
 SUPPLEMENTAL TASK AUTHORIZATION No.

EXHIBIT "CO/STA-D"

Date: 9/8/04

CONSULTANT'S, OR SERVICE PROVIDER'S, ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

(Enter Project Name from Page 1 of the Change Order or Supplemental Task Authorization Agreement)

CONSULTANT, or SERVICE PROVIDER, intends to engage the following sub-consultant(s) and/or sub-contractor(s) to assist the CONSULTANT, or SERVICE PROVIDER, in providing and performing the services, tasks, or work required under this CHANGE ORDER, or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT.

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
Archeological / Cultural Assessments	Archaeological Consultants, Inc. 8110 Blaikie Court, Suite A Sarasota, FL 34240	Yes		WBE		No
Geotechnical Services	Allied Engineering and Testing 5300-A Lee Blvd Lehigh Acres, FL 33970		No			No
Design Survey and R/W Mapping	AIM Engineering and Surveying 5300 Lee Blvd PO Box 1235 Lehigh Acres, FL 33970		No			No
Structural / Environmental Sub-consultant	TKW Consultants 12553 New Brittany Blvd Bldg #32 Fort Myers, FL 3390		No			No

CMO:028
09/25/01

CHANGE ORDER AGREEMENT No. 3
or
 SUPPLEMENTAL TASK AUTHORIZATION No.

EXHIBIT "CO/STA-E"

Date: 9/8/04

PROJECT GUIDELINES AND CRITERIA

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

(Enter Project Name from Page 1 of the
Change Order or Supplemental Task Authorization Agreement)

As a supplement, or change, to the Project Guidelines and Criteria set forth in the Professional Services Agreement, or Service Provider Agreement, Exhibit "E", 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, or SERVICE PROVIDER, in performing the professional services, tasks, or work to be provided pursuant to the professional services set forth hereinbefore in CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto:

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

ITEM No. 1

None



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (239) 335-2183

Bob Jones
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Tammy Hall
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

David M. Owen
County Attorney

Diana M. Parker
County Hearing
Examiner

May 2, 2005

Inwood Consulting Engineers
870 Clark Street
Oviedo, FL 32756

SUBJECT: **CN-02-08 METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS**

ENCLOSURE: **CHANGE ORDER**

Dear Sir:

Enclosed is your executed copy of Change Order #4 for the project known as "Metro Parkway Widening from Six Mile to Daniels."

If you should have any questions, please give me a call.

Sincerely,

CONTRACTS MANAGEMENT

Cindy Logan
Cindy Logan
Contracts Manager

cc: Kris Miller, Fiscal/Utilities
Randy Cerchie, DOT
Contracts File
Glenn Semanishin/Utilities

*Hi Margaret -
Please add a line
Contract 2003
Acct 20722648730.506560
\$ 52,740 -
Thanks!
Kris*

*Done...
5/17/05
ML*

MAY 09 2005

LEE COUNTY PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

Change Order
 Supplemental Task Authorization

NO.: 04

(A Change Order or Supplemental Task Authorization Requires Approval by the Department Director for Expenditures Under \$25,000 or Approval by the County Manager for Expenditures Between \$25,000 and \$50,000 or Approval by the Board of County Commissioners for Expenditures over \$50,000)

CONTRACT/PROJECT NAME : METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

CONSULTANT : INWOOD CONSULTING ENGINEERS

PROJECT NO. : 5022

SOLICIT NO.: 02-08 CONTRACT NO. : 2063

ACCOUNT NO. : 207226-

REQUESTED BY: UTILITIES DIVISION

DATE OF REQUEST: 09 FEB 05

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant/Provider is authorized to and shall proceed with the following:

- EXHIBIT "CO/STA-A: SCOPE OF PROFESSIONAL SERVICE: DATED: 09 FEB 05
- EXHIBIT "CO/STA-B: COMPENSATION & METHOD OF PAYMENT: DATED: 09 FEB 05
- EXHIBIT "CO/STA-C: TIME AND SCHEDULE OF PERFORMANCE: DATED: 09 FEB 05
- EXHIBIT "CO/STA-D: CONSULTANT'S/PROVIDERS ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: 9/8/04
- EXHIBIT "CO/STA-E: PROJECT GUIDELINES AND CRITERIA: DATED: 09 FEB 05

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED: [Signature] 3/14/05
 By: _____ Date
 Department Director
 By: [Signature] 3/31/05
 Contracts Mgmt Date

ACCEPTED:
 By: [Signature]
 Consultant/Provider
 Date Accepted: 2/16/05

COUNTY APPROVAL:
 By: _____
 Department Director
 (Under \$25,000)
 Date Approved: _____

APPROVED [Signature] 4/21/05
 By: _____
 *County Attorney's Office Date



By: [Signature]
 County Manager (Between
 (\$25,000 and under \$50,000)
 Date Approved: _____
 By: [Signature]
 Chairman
 Board of County Commissioners
 Date Approved: 4/19/05

*County Attorney signature needed for over Board level expenditures only.

- CHANGE ORDER AGREEMENT No. 04
or
 SUPPLEMENTAL TASK AUTHORIZATION

EXHIBIT "CO/STA-A"

Date: 09 FEB 05

SCOPE OF PROFESSIONAL SERVICES

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

SECTION 1.00 CHANGE(S) TO PROFESSIONAL SERVICES

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services Agreement, or Service Provider Agreement, referred to hereinbefore is hereby supplemented, changed or authorized, so that the CONSULTANT or SERVICE PROVIDER, shall provide and perform the following professional services, tasks, or work as a supplement to, change to, or authorized to, the scope of services previously agreed to and authorized:

Task 1: Final Design – 75% Documents

- A. Prepare Utility Construction Plans: Prepare 75 percent complete plans. Plans shall be prepared using standard CADD formats. The water main and force main plan and profile sheet will be developed using the Metro Parkway roadway plans as base sheets. The red, green and brown utility relocation mark ups prepared by the County will be used as the basis for the 75% plans. Plans shall include the following sheets:
1. Cover Sheet
 2. Index, Legend, Location Map and General Notes Sheet
 3. Pay Items Sheets
 4. Plan and profile Sheets for the water main and force mains at a scale consistent with roadway plans. Both lines will be shown on the same sheet. Plan sheet size will be consistent with the road plans (11"x17")
 5. Detail Sheets showing County standard details.
- B. Prepare Technical Specifications, including General Requirements, Bid Form, Summary of Work, Measurement and Payment and Technical Special Provisions for inclusion with the County's bid documents. All formatting will be consistent with the requirements of the County (or FDOT, whichever is required) and will to the County's or FDOT nomenclature. The Engineer will perform all internal QA/QC reviews and will submit five (5) sets of 75 percent complete plans and specifications to County for review.
- C. The Engineer will prepare a Preliminary Estimate of Construction Cost.
- D. The Engineer will meet with County to discuss 75 percent complete submittal review comments and prepare meeting minutes.

Task 2: Final Design – 90% & Bid Documents

- A. Complete Contract Documents - Incorporate County comments from 75 percent complete submittal and complete preparation of plans and specifications. Submit five (5) sets of 90 percent complete contract documents. Meet with County and discuss review comments for 90 percent submittal. Incorporate County comments from 90 percent submittal review. Prepare final, 100% complete, plans and specifications and submit final documents to County. A meeting to discuss final 100 percent submittal is not required and is not part of the scope. The Engineer will perform internal QA/QC reviews of the final plans and specifications prior to submittal to the County. The Engineer will coordinate and prepare final submittal package of the drawings and documents to the County Utilities Department as well as providing final documents the County DOT office (Four (4) sets for DOT and Four (4) sets for the County Utilities) signed and sealed for the County DOT's use in bidding project. Plan size format will be consistent with the road plans (11" x 17").

B. Permit Applications

1. Prepare and submit FDEP permit application for Public Drinking Water Facility Construction permit. Application fee for permit will be provided by County.
2. Prepare and submit FDEP permit application to Construct Domestic Wastewater Collection/ Transmission system permit. Application fee for permit will be provided by County.
3. Respond to FDEP for request for additional information regarding both the Public Drinking Water Facility Construction permit application and Construct Domestic Wastewater Collection/ Transmission system permit application.
4. Prepare and submit FDOT utility permit application package. Respond to FDOT review comments as necessary.

C. Prepare a Final Estimate of Construction Cost and submit a copy to the County with final documents.

Task 3: Bidding Phase Services

During the bidding phase, it is assumed that Lee County will provide all bidding services. Should the Engineer be requested to provide any bidding assistance, the work will be considered out of scope and will need to be completed under a separate authorization

Task 4: Construction Services

During the construction phase, it is assumed that Lee County will provide all construction inspection services. Should the Engineer be requested to provide any construction inspection services, the work will be considered out of scope and will need to be completed under a separate authorization.

CHANGE ORDER AGREEMENT No. 04
 or
 SUPPLEMENTAL TASK AUTHORIZATION No.

EXHIBIT "CO/STA-B"

Date: 09 FEB 05

COMPENSATION AND METHOD OF PAYMENT

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the CONSULTANT, or SERVICE PROVIDER, shall be entitled to receive for providing and performing the supplemented, changed or authorized services, tasks, or work as set forth and enumerated in the Scope of Services set forth in this CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto shall be 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 "S/COA-A". In accordance with Professional Services Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
6	Utilities / Railroad	52,740.00	NTE	WIPP
TOTAL		\$52,740.00		

TIME AND SCHEDULE OF PERFORMANCE

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

SECTION 1.00 CHANGES FOR THIS CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks, or work set forth in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", entitled "Scope of Professional Services" attached hereto is as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT A	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion from Date of Notice to Proceed For this CO or STA
1	Roadway Design Analysis	No change	No Change
2	Drainage Analysis	No change	No change
3	Roadway Plans	No change	No change
4	Drainage Plans	No change	No change
5	Traffic Control Plans	No change	No change
6	Utilities / Railroad	126	126
7	Environmental / Permitting	No change	No change
8	Signing and Marking	No change	No change
9	Signalization	No change	No change
10	Lighting	No change	No change
11	Structural / Environmental Sub-consultant	No change	No change
12	Traffic Analysis Sub-consultant	No change	No change
13	Landscape Plans	No change	No change
14	Aerial Photography	No change	No change
15	Public Involvement Sub-consultant	No change	No change
16	Archeological / Cultural Assessments	No change	No change
17	Design Survey and R/W Mapping	No change	No change
18	Geotechnical Services	No change	No change
19	R/W Cost Estimates	No change	No change
20	Permitting Fees	No change	No change
21	Post Design Services	No change	No change
22	Direct Reimbursables (Out-of-Pocket)	No change	No change

- CHANGE ORDER AGREEMENT No. 04
or
 SUPPLEMENTAL TASK AUTHORIZATION No.

EXHIBIT "CO/STA-C"
continued

TIME AND SCHEDULE OF PERFORMANCE

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

SECTION 2.00 SUMMARY OF THE IMPACT OF CHANGE(S) IN PROFESSIONAL SERVICES ON THE OVERALL PROJECT TIME AND SCHEDULE OF PERFORMANCE

Pursuant to and in consideration of the changes in the Scope of Professional Services in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", the time and schedule the COUNTY and the CONSULTANT, or SERVICE PROVIDER, has previously agreed to for all of the work to be done under this Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT A and EXHIBIT CO/STA-A=	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion From Date of Notice to Proceed
1	Roadway Design Analysis	NA	NA
2	Drainage Analysis	NA	NA
3	Roadway Plans	NA	NA
4	Drainage Plans	NA	NA
5	Traffic Control Plans	NA	NA
6	Utilities / Railroad	NA	NA
7	Environmental / Permitting	NA	NA
8	Signing and Marking	NA	NA
9	Signalization	NA	NA
10	Lighting	NA	NA
11	Structural / Environmental Sub-consultant	NA	NA
12	Traffic Analysis Sub-consultant	NA	NA
13	Landscape Plans	NA	NA
14	Aerial Photography	NA	NA
15	Public Involvement Sub-consultant	NA	NA
16	Archeological / Cultural Assessments	NA	NA
17	Design Survey and R/W Mapping	NA	NA
18	Geotechnical Services	NA	NA
19	R/W Cost Estimates	NA	NA
20	Permitting Fees	NA	NA
21	Post Design Services	NA	NA
22	Direct Reimbursables (Out-of-Pocket)	NA	NA

- CHANGE ORDER AGREEMENT No. 04
or
 SUPPLEMENTAL TASK AUTHORIZATION No.

EXHIBIT "CO/STA-D"

Date: 9/8/04

CONSULTANT'S, OR SERVICE PROVIDER'S, ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

CONSULTANT, or SERVICE PROVIDER, intends to engage the following sub-consultant(s) and/or sub-contractor(s) to assist the CONSULTANT, or SERVICE PROVIDER, in providing and performing the services, tasks, or work required under this CHANGE ORDER, or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT.

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
Archeological / Cultural Assessments	Archaeological Consultants, Inc. 8110 Blaikie Court, Suite A Sarasota, FL 34240	Yes		WBE		No
Geotechnical Services	Allied Engineering and Testing 5300-A Lee Blvd Lehigh Acres, FL 33970		No			No
Design Survey and R/W Mapping	AIM Engineering and Surveying 5300 Lee Blvd PO Box 1235 Lehigh Acres, FL 33970		No			No
Structural / Environmental Sub-consultant	TKW Consultants 12553 New Brittany Blvd Bldg #32 Fort Myers, FL 3390		No			No

CMO:028
09/25/01

CHANGE ORDER AGREEMENT No. 04
or
 SUPPLEMENTAL TASK AUTHORIZATION No.

EXHIBIT "CO/STA-E"

Date: 09 FEB 05

PROJECT GUIDELINES AND CRITERIA

for METRO PARKWAY WIDENING FROM SIX MILE TO DANIELS

As a supplement, or change, to the Project Guidelines and Criteria set forth in the Professional Services Agreement, or Service Provider Agreement, Exhibit "E", 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, or SERVICE PROVIDER, in performing the professional services, tasks, or work to be provided pursuant to the professional services set forth hereinbefore in CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto:

ITEM No. 1

Prepare utility relocation plans and specifications in accordance with Lee County Utility Standards.

ITEM No. 2

Coordinate water & sewer relocation plans with signalization, lighting, drainage, landscape and utility relocation plans of other utility providers

ITEM No. 3

Provide minor modifications to roadway, signalization, drainage, lighting and landscape plans as necessary to accommodate water and sewer utility relocations, including provisions to avoid interruptions of utility service to consumers for more than 24 hours, unless approved otherwise by Lee County Utilities.