

Agenda Item Summary

1. ACTION REQUESTED/PURPOSE: Award Service Provider Agreement for Phase One of CN-06-16 TMDL FOR THE CALOOSAHATCHEE RIVER, CHARLOTTE HARBOR AND THE EVERGLADES WEST COAST, to URS Corporation Southern, in the not-to-exceed amount of \$69,022.00. Also, authorize Chairman to execute agreement on behalf of the Board.

2. FUNDING SOURCE: Fund- Capital Improvement Fund; Program- CIP Program; Projects- Caloosahatchee TMDL Compliance, Charlotte TMDL Compliance and Everglades West Coast TMDL Compliance.

3. WHAT ACTION ACCOMPLISHES: Provides Lee County with a consultant to prepare basin management action plans for the Caloosahatchee River, Charlotte Harbor and the Everglades West Coast for TMDL (Total Maximum Daily Load) Compliance.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: 08 C8B		6. Meeting Date: MAR 13 2007
7. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	8. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	<input type="checkbox"/> Ordinance
	<input checked="" type="checkbox"/> Admin. Code AC-4-4	<input type="checkbox"/> Other
	9. Request Initiated: Commissioner _____ Department Public Works Division Natural Resources By: Roland Ottolini, Director	

10. Background:
On August 15, 2006 the Board concurred with the ranking of consultants by the Competitive Negotiations Committee and authorized contract negotiations to commence with: URS Corporation Southern.

Negotiations were successful with the top ranked firm, URS Corporation Southern, for the not-to-exceed amount of \$69,022.00

Funds are available in the following account strings:

- 20858830100.506510-\$27,609.00
- 20858930100.506510-\$13,804.00
- 20859130100.506510-\$27,609.00

Attachment: Two (2) copies of the Service Provider Agreement

11. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>[Signature]</i>	<i>[Signature]</i>	N/A	N/A	<i>[Signature]</i>	Analyst	Bisk	Grants	<i>[Signature]</i>	<i>[Signature]</i>
2/19/07	2/16			2/21/07	2-22-07	2/22/07	2/22/07	2/21/07	2-19-07

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: *[Signature]*
Date: 2/22/07 3:35 PM
FORWARDED TO: *[Signature]*
Date: 2/22/07 1:20

Rec. by CoAtty
Date: 2/20/07
Time: 10:30 AM
Forwarded To: 2/21/07 1:00 PM

3812

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this _____ day of _____, 2007, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and URS Corporation Southern, hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the consulting services of said PROVIDER as further described herein referred to as CN-06-16 TMDL FOR THE CALOOSAHATCHEE RIVER, CHARLOTTE HARBOR AND EVERGLADES WEST COAST, and,

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

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

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

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated November 10, 2006, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

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

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

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

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

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

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

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

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

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

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

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

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

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

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

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

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

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement. ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties. Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of

the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated November 10, 2006, which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

4.3 METHOD OF PAYMENT.

(1) MONTHLY STATEMENTS.

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

(2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER 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 PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with 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 PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 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, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall

compensate the PROVIDER for all 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.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER 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, cancelled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER 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.

5.02 TIME OF PERFORMANCE. The PROVIDER 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 PROVIDER 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 PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER 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 PROVIDER'S time of performance. Upon receipt of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER 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 PROVIDER'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 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",

pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER 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 PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER 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 as set forth in this Agreement.

ARTICLE 6.0 - SECURING AGREEMENT

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

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER 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 PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated November 10, 2006, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 8.0 - APPLICABLE LAW

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 9.0 - NON-DISCRIMINATION

The PROVIDER 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 the 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. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

- (1) The PROVIDER shall obtain and maintain such insurance or self-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 PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- (2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater
- (3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverages described herein and as are required by law to be provided on behalf of their employees and others.
- (4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

- (1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverages of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverages.
- (2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and authorized in the State of Florida.
- (3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.
- (4) Each Certificate of Insurance shall include the following:
 - (A) The name and type of policy and coverages provided;
 - (B) The amount or limit applicable to each coverage provided;
 - (C) The date of expiration of coverage.
 - (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) Cancellation - Should any of the 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.
- (5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the PROVIDER shall furnish to the COUNTY renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the PROVIDER to provide the COUNTY with such renewal certificate(s) shall be justification for the COUNTY to terminate this Agreement.

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The PROVIDER shall obtain and maintain the following insurance coverages:

- (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 shall 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 latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and shall include the following:
- (A) Minimum limits of \$100,000 per occurrence and \$300,000 aggregate for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.
- (B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.
- (3) BUSINESS AUTOMOBILE LIABILITY
Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:
- (A) Minimum limits of \$100,000 per person and \$300,000 per accident for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.
- (B) Coverage shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.
- (4) PROFESSIONAL LIABILITY
Coverage shall include the following:
- (A) A minimum aggregate limit of \$1,000,000
- (B) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self-insurance program, provide an applicable deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of (4) coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the PROVIDER responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, or amount of sovereign immunity, the PROVIDER shall be required to provide written documentation that is acceptable to the COUNTY establishing that the PROVIDER has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

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

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

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

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

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

ARTICLE 14.0 - MAINTENANCE OF RECORDS

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

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

ARTICLE 15.0 - HEADINGS

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

ARTICLE 16.0 - ENTIRE AGREEMENT

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

ARTICLE 17.0 - NOTICES AND ADDRESS

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

Lee County Board of County Commissioners
PO Box 398
Ft Myers FL 33902-0398
Attention: Natural Resources Division

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

URS Corporation Southern
7650 West Courtney Campbell Cswy
Tampa, FL 33607
Phone/Fax: 813.636.2404/813.636.2499
Attention: Mr. Stephen R. Lienhart, PE

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

ARTICLE 18.0 - TERMINATION

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

ARTICLE 19.0 - MODIFICATIONS

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

ARTICLE 20.0 - ACCEPTANCE

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

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

ATTEST:
CLERK OF CIRCUIT COURT
Charlie Green, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____

BY: _____
Chairman


DATE: _____

APPROVED AS TO FORM

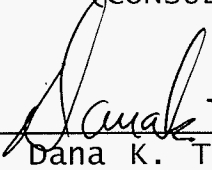
BY: _____
County Attorney's Office

ATTEST:

URS Corporation Southern
(CONSULTANT)



(witness)

BY: 

Dana K. Tallman, PE, DEE
(Authorized Signature)



(witness)

Vice President
(Title)

CORPORATE SEAL:

EXHIBIT A

Date: November 10, 2006

SCOPE OF SERVICES

FOR DEVELOPMENT OF A COMMON TMDL VISION

BASIC SERVICES

Section 1 GENERAL SCOPE STATEMENT

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

BACKGROUND

Lee County is experiencing tremendous growth, and this dramatic growth coupled with increased pressures from development has created a significant local demand for expansion and upgrading of existing stormwater infrastructure. Simultaneously, this same growth has increased the potential for volume and pollutant loads contained in stormwater discharges which contribute to water quality degradation in local waterbodies.

Added to these pressures are those of preservationists and environmental organizations wishing to contain growth and protect critical lands. State and Federal regulatory agencies are under increasing pressure to react to these demands on a larger scale. For example:

- USEPA is developing TMDLs in response to their consent agreement with Earth Justice, originally focused on Lake Okeechobee, but now covering numerous waterbodies in Florida and Lee County.
- FDEP has included numerous Lee County waterbodies on their Impaired Waters List and, in a collaborative effort with USEPA, is in the process of developing TMDLs as part of the Department's ongoing Watershed Management Program.
- Local watershed management initiatives are focusing on increasing on-site stormwater management, preservation of habitat and improving ambient water quality for a wide range of recreational purposes including fishing, hunting, swimming, diving, birding and boating.

Many important environmental issues are expected to be encountered during the course of developing the TMDLs in Lee County that will be technically challenging, politically contentious, expensive, and time consuming to solve. Some of the challenges Lee County will be facing in the near future will include:

- Assessment of the underlying water quality data and validation of water quality models.

- Validation of the TMDLs and subsequent pollutant load reductions being developed by FDEP and USEPA.
- Confirmation of the equity of the allocated pollutant load reductions among stakeholders.
- Participation in the BMAP development process and commitment to specific enforceable actions.
- Public education and involvement activities.
- Implementation of new water quality management program elements and existing program upgrades.
- Finding stable, long-term funding for the required capital projects and upgrading of annual program operations.

The complexity of these problems, combined with the involvement of multiple County departments in the development and implementation of solutions, suggests the need for a common vision on what is to be done and who will be responsible for doing it.

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".

The goal of this work order is to work with County staff to develop consensus on specific work activities that will need to be accomplished during the 720 days of the contract, delineate specific County and Consultant responsibilities, and establish a framework for accomplishing the assigned responsibilities. Work activities in this initial work order will focus on gathering key data, establishing overall program milestones, and conducting two workshops to develop consensus on priorities, responsibilities, work sequencing and critical milestone dates. Specific work activities include:

TASK 1: PROJECT KICK-OFF MEETING

The goal of the Program Kick-Off Meeting is to establish an effective working environment that will provide the basis for meeting the County's near-term schedule deadlines.

A. Consultant Work Activities

Key elements of this important initial meeting include:

1. Work with County to identify appropriate County staff that should attend the Kick-Off Meeting.
2. Conduct the Kick-Off Meeting in Lee County's offices to:

- Introduce the County Staff and the Project Team members
- Establish formal project operating procedures
- Distribute contact information
- Set communication protocols
- Review the negotiated scope, schedule and budget
- Review the initial program schedule and
- Discuss key milestone dates.

3. Prepare a summary of key comments and any decisions regarding the work.

B. County Responsibilities

1. Coordinate a meeting date and time with Lee County staff
2. Provide meeting space
3. Attend the meeting

C. Deliverables

1. One (1) Program Kick-Off Meeting
2. One (1) project notebook for each participant
3. Meeting Minutes

TASK 2: GATHERING OF BACKGROUND INFORMATION, MAPPING AND DATA

The objectives of this task are to identify and obtain information regarding the impaired waters within Lee County necessary to perform a preliminary assessment of the WBIDs, identify protocols to be used to manage data/information to eliminate data duplication/errors and ascertain how FDEP will be proceeding in regard to these waters.

A. Consultant Work Activities

1. Coordinate and meet with FDEP's Basin Coordinator and other appropriate FDEP staff to discuss:
 - Status of FDEP's efforts in the Lower West Coast, Caloosahatchee, and Charlotte Harbor watersheds
 - Identify data sources, monitoring activities and data gaps
 - Watershed and waterbody modeling tools
 - Water quality targets for the three watersheds
 - Verification of FDEP's Current Working Schedule for TMDLs and BMAPs
2. Coordinate and meet with SFWMD's data managers and other appropriate personnel to:
 - Identify District data, mapping, monitoring network and other information for the Lower West Coast, Caloosahatchee, and Charlotte Harbor watersheds.

- Acquire District data that is not included in the Florida STORET database.
- 3. Coordinate and meet with County data managers and other appropriate personnel to;
 - Identify County data, mapping, monitoring network and other information for the Lower West Coast, Caloosahatchee, and Charlotte Harbor watersheds.
 - Acquire County data that is not included in the Florida STORET database.
- 4. Identify and acquire available data/information for all WBIDs within the three (3) basins including:
 - FDEP's latest IWR database run
 - SFWMD data not included within the latest IWR database run
 - WBID designations (i.e., freshwater lake, freshwater riverine and marine)
 - Planning lists and verified IWR lists
 - GIS layers for WBIDs, hydrology, land uses, basin boundaries, jurisdictional boundaries and permitted point sources
 - Watershed pollutant loading estimates
- 5. Define data management protocols to be used during this project and disseminate the defined protocols to the appropriate parties.
- 6. Prepare a draft technical memorandum that describes the protocols to be used for data storage and maintenance, and identifies data gathered.
- 7. Finalize the draft technical memorandum to reflect County review comments as appropriate.

B. County Responsibilities

1. Provide all available data from the County in Access database format
2. Provide applicable GIS coverage of available data for the County
3. Assist in identifying additional data sources and study reports
4. Assist with the acquisition of data from SFWMD
5. Provide one set of integrated review comments on the technical memorandum

C. Deliverables

1. Meeting notes from meeting with FDEP Basin Coordinator and staff
2. Meeting notes from meeting with SFWMD Data Coordinator and staff
3. Access database for each watershed that identifies available data/information sources
4. One (1) digital copy of the draft Technical memorandum
5. One (1) digital copy of the final Technical memorandum

D. Assumptions, Limitation and Constraints

1. Consultant will only be obligated to acquire available digital data
2. No key punching or digitizing of hard copy data is included in this task
3. Respond to one set of integrated review comments on the technical memorandum

TASK 3: PRELIMINARY WBID ASSESSMENTS

The objective of this task is to utilize the latest data within the Impaired Waters Rule database to perform a preliminary assessment of the WBIDs within the Everglades West Coast, Caloosahatchee, and Charlotte Harbor basins. Additional data identified and gathered under Task 2 will be evaluated in relation to the present IWR database.

A. Consultant Work Activities

1. Review baseline data for each WBID and evaluate completeness of data sets, applicability, station locations, potential data errors, and data sources. Completeness review to be conducted based upon any additional data identified under Task 2.
2. Prepare a draft Fact Sheet for each WBID within the three basins that includes:
 - A map of the WBID that delineates WBID boundaries and indicates the political boundaries, hydrologic features, location of monitoring stations, and significant roads;
 - Data summary table for identified data (parameters, sample number, data window, violations) organized by station;
 - Analysis of the existing data and gaps in FDEP's latest IWR run; and,
 - IWR Assessment that either validates its listed impairments or clearly describes the basis and rationale for its delisting.
3. Finalize the draft Fact Sheets to reflect County review comments as appropriate.
4. Based upon the Fact Sheet and WBID assessments develop a Watershed Approach Summary that outlines issues and methods to be utilized in support of the County.

B. County Responsibilities

1. Provide all available County data in digital format (responsibility from Task 2)
2. Provide applicable GIS coverage of available data for the County (responsibility from Task 2)
3. Provide one set of integrated review comments on the technical memorandum

C. Deliverables

1. One (1) digital copy of the final WBID Fact Sheets
2. One (1) digital copy of the final Watershed Approach

D. Assumptions, Limitation and Constraints

1. Data that is requested from SFWMD and not provided in a timely manner will not be included in this work effort
2. The initial evaluations will be based upon the most recent IWR database run available at the time of the receipt of the Notice to Proceed

TASK 4: ASSESSMENT OF INTERNAL STAKEHOLDERS

The objectives of this task are to identify internal (Lee County) stakeholders, evaluate their current and potential (future) responsibilities, and evaluate their abilities and to perform necessary functions.

A. Consultant Work Activities

1. Work with the Natural Resources staff to identify managers and supervisors that will be involved in the development of TMDL and BMAPs and subsequent BMAP implementation activities from the following County departments and agencies:
 - Community Development
 - Construction and Design
 - County Lands
 - Economic Development Council
 - Environmental Sciences
 - Parks and Recreation (Conservation 2020)
 - Permitting
 - Planning
 - Smart Growth
 - Transportation
 - Visitor and Convention Bureau
 - NPDES
2. Schedule meetings and conduct interviews with each identified County department/agency to:
 - Define their current operational responsibilities
 - Identify current mission conflicts, operational issues, conflicts and concerns
 - Assess potential staffing and resource needs
 - Identify incremental annual costs for participation in the development of TMDL and BMAPs
 - Identify potential capital investment requirements and incremental annual operating costs subsequent annual BMAP implementation activities
3. Identify potential departmental and agency representatives who would be appropriate for the TMDL Working Group based upon their current responsibilities, interests and ability to contribute.

4. Prepare a draft technical memorandum that summarizes the assessment of internal stakeholders and recommendations regarding the membership of the TMDL Working Group.
5. Conduct a workshop for the County's project team and to review the technical memorandum and discuss the internal issues related to the development and implementation of the TMDLs.
6. Finalize the draft technical memorandum to reflect County review comments as appropriate.

B. County Responsibilities

1. Assist with the scheduling of meetings and interviews
2. Attend meetings and interviews as appropriate
3. Provide one set of integrated review comments on the technical memorandum

C. Deliverables

1. Meeting minutes from meetings with select County departments and agencies
2. One (1) digital copy of the draft technical memorandum
3. One (1) staff workshop
4. One (1) digital copy of the final technical memorandum

D. Assumptions, Limitation and Constraints

1. Depth and accuracy of the assessment of internal stakeholders' interests and concerns is limited to the information acquired through the interview process and any data and information that are provided by the departments and agencies.
2. Consultant will not attempt to validate information provided by the internal stakeholders.

TASK 5: ASSESSMENT OF EXTERNAL STAKEHOLDERS

The objectives of this task are to identify external stakeholders, evaluate their current issues and concerns, assess their current pollutant concentrations, and assess their positions relative to TMDL development and BMAP development/implementation in impaired WBIDs.

A. Consultant Work Activities

1. Identification of key contact individuals for each of the external stakeholders and interested parties (See Table A – Classification of Municipalities, Agencies, Districts Organizations, Programs and Other Entities).

2. Meet with appropriate representatives of the identified stakeholders in the following municipalities and agencies:

Municipalities

- Charlotte County
- City of Bonita Springs
- City of Cape Coral
- City of Ft. Myers
- Glades County
- Hendry County

Agencies

- Florida Department of Environmental Protection
- Florida Department of Transportation
- South Florida Water Management District
- U.S. Army Corps of Engineers

The intent of these meetings is to:

- Discuss their status with respect to TMDL development;
 - Identify their issues and concerns relative to BMAP development;
 - External issues and concerns;
 - Opportunities for coordination;
 - Interest in development of joint activities and facilities; and
 - Prepare minutes
3. Assess the agendas, issues and concerns of external stakeholders relative to Lee County's evolving TMDL program.
 4. Evaluate relative pollutant loads generated by each stakeholder in each impaired WBID based upon generalized land uses and published EMC values.
 5. Prepare a draft technical memorandum that summarizes the assessment of the external stakeholders' agendas, concerns, pollutant contributions and interests in participating in joint/regional solutions.
 6. Conduct a workshop for the County's project team and to review the technical memorandum and discuss the external stakeholders and their agendas, issues and concerns and their willingness and interests in interacting in the TMDL and BMAP development processes.
 7. Finalize the draft technical memorandum to reflect County review comments as appropriate.

B. County Responsibilities

1. Assist with the scheduling of meetings with external stakeholders as appropriate
2. Attend meetings and interviews as appropriate
3. Provide one set of integrated review comments on the technical memorandum

C. Deliverables

1. Minutes of meetings with select County departments and agencies
2. One (1) digital copy of the draft technical memorandum
3. One (1) staff workshop
4. One (1) digital copy of the final technical memorandum

D. Assumptions, Limitation and Constraints

1. Telephone conferences will be used in lieu of face to face meetings in order to control travel costs except in cases where the agencies have offices in Lee County.
2. Consultant will not meet with any indirect stakeholders or interested parties/NGOs in this task. However, the Consultant is willing to meet with other third parties/NGOs if directed by the County upon receipt of a suitable authorization of supplemental services.
3. Evaluation of relative pollutant loads generated by FDOT in each impaired WBID will be based upon the length and width of State and Federal roadway segments and a representative roadway EMC value as provided by FDOT.
4. Consultant will not attempt to validate information provided by the external stakeholders.

TASK 6: DEVELOPMENT OF TMDL WORK PLANS

The objectives of this task are to work with County staff to develop a detailed work plan for each of the three basins that provides a blueprint on how to proceed with the development and implementation of TMDLs and BMAPs for the unincorporated county, how to work with external stakeholders, and the process for achieving internal coordination and communications between County departments and agencies who will be responsible for BMAP implementation.

A. Consultant Work Activities

1. Develop a detailed TMDL work plan for each of the three watersheds that:
 - Identifies key issues that will have to be addressed relative to TMDLs in the unincorporated areas of Lee County;
 - Summarizes the validation of WBIDs on the current Planning lists and IWR Listings;
 - Describes/identifies specific WBIDS that should be delisted from the current Planning lists and IWR Listings;
 - Recommends an internal stakeholder strategy for interacting and coordinating with County departments and agencies;

- Proposes an external stakeholder strategy for interacting and coordinating with adjacent communities; and,
 - Prioritizes the recommended work tasks.
2. Prepare a detailed scopes of service and estimate the levels of effort and costs for accomplishing the recommended work tasks.
 3. Development of Integrated Master Schedule for accomplishing the recommended work tasks and meeting critical milestone dates.
 4. Prepare a draft technical memorandum that summarizes the detailed work plan, scopes of work, budgets and integrated schedules.
 5. Schedule a workshop with County Staff to review the draft technical memorandum.
 6. Finalize the draft technical memorandum as appropriate to reflect County review comments, decisions and directions.

B. County Responsibilities

1. Review the draft technical memorandum
2. Coordinate staff schedules for workshop and provide meeting facilities
3. Attend the workshop
4. Provide one set of integrated review comments on the technical memorandum

C. Deliverables

1. Detailed TMDL work plan for each watershed
2. One (1) digital copy of the draft technical memorandum
3. One (1) Staff workshop
4. One (1) digital copy of the final technical memorandum

D. Assumptions, Limitation and Constraints

1. Internal stakeholder strategies will be limited to those County departments/agencies previously identified in Task 4
2. External stakeholder strategies will be limited to those stakeholders previously identified in Task 5

TASK 7: REVIEW OF TWO FEDERAL TMDLs

The goal of this task is to conduct a technical peer review of two draft TMDLs Billy Creek and Daughtry Creek, that have been prepared by USEPA and to provide technical review comments for the use of Lee County staff.

A. Consultant Work Activities

1. Conduct three-person peer review of available TMDL report(s) suitability of underlying data, enabling assumptions, model(s) and interpretation of the modeling results.
2. Prepare and forward to the County for review a draft set of detailed review comments that identify specific shortcomings, conflicts and deficiencies in EPA's draft TMDLs and, where appropriate, recommends remedial approaches and supplemental evaluations that need to be incorporated into the draft TMDLs.
3. Schedule and conduct a conference call with County staff to discuss the review comments.
4. Revise the draft comments to reflect the County's decisions and comments from the review workshop, and forward to the County.

B. County Responsibilities

1. Review the technical memorandum regarding the USEPA TMDL datasets
2. Provide one set of integrated review comments on the technical memorandum

C. Deliverables

1. One (1) electronic copy of the draft review comments
2. Meeting minutes with County staff.
3. One (1) electronic copy of the finalized review comments

D. Assumptions, Limitation and Constraints

1. The review to be accomplished under this task will be based exclusively on the information contained in the USEPA document, or subsequently provided by USEPA or the USEPA contractor.
2. URS will formally request additional information from USEPA or the USEPA contractor if detailed examination of the underlying data or the modeling that were used in the development of the TMDL.
3. If detailed examination of the underlying data or the modeling used in the development of the TMDL is required, the County agrees to grant a schedule extension to URS that is equivalent to the amount of time required to acquire and subsequently evaluate the underlying data or the modeling documentation from USEPA or the USEPA contractor.
4. URS will not conduct a limited review the USEPA documents acquired from the USEPA or the USEPA contractor for of the completeness, accuracy, viability or

adequacy of the underlying data used in the development of the TMDL under this task.

5. Contractor URS will not conduct a limited review of the development, application, calibration, verification or enabling assumptions of the model used by the USEPA contractor in the development of the TMDL.
6. Both the County and the contractor agree that any detailed review and examination of the underlying data or the modeling that were used in the development of the TMDL, if requested by the County based upon the report-based review of the TMDLs that are being examined in this task and identification of significant issues or concerns, would constitute out-of-scope services will be limited to a maximum total labor cost of Ten Thousand dollars (\$10,000.00).



TABLE A-1

CLASSIFICATION OF MUNICIPALITIES, AGENCIES, DISTRICTS ORGANIZATIONS, PROGRAMS AND OTHER ENTITIES

DIRECT STAKEHOLDERS	INDIRECT STAKEHOLDERS	INTERESTED PARTIES
<p><u>Municipalities</u></p> <ul style="list-style-type: none"> ▪ Charlotte County ▪ City of Bonita Springs ▪ City of Cape Coral ▪ City of Ft. Myers ▪ City of Sanibel ▪ Glades County ▪ Hendry County ▪ Town of Fort Myers Beach <p><u>Agencies</u></p> <ul style="list-style-type: none"> ▪ Florida Department of Environmental Protection ▪ Florida Department of Transportation ▪ South Florida Water Management District ▪ U.S. Army Corps of Engineers 	<p><u>Agencies</u></p> <ul style="list-style-type: none"> ▪ Agency on Bay Management ▪ Florida Department of Community Affairs ▪ Lee County Hyacinth Control <p><u>Districts and Programs</u></p> <ul style="list-style-type: none"> ▪ Bay Creek CDD ▪ Bayside CDD ▪ Charlotte Harbor Aquatic Buffer Preserve ▪ Charlotte Harbor National Estuary Program ▪ East County Water Control District ▪ East Mullock Drainage District ▪ Estero Bay Aquatic Buffer Preserve ▪ Gateway Services District ▪ People United to Restore Our Rivers and Estuary (PURRE) ▪ River Ridge CDD ▪ San Carlos Drainage District ▪ The Brooks CDD ▪ Watershed Enhancement and Restoration Coalition (WERC) 	<p><u>Agencies, Districts and Programs</u></p> <ul style="list-style-type: none"> ▪ Florida Department of Agriculture and Consumer Services ▪ Florida Fish and Wildlife Conservation Commission ▪ Southwest Florida Regional Planning Council ▪ U.S. Fish and Wildlife Service <p><u>Non-Governmental Organizations</u></p> <ul style="list-style-type: none"> ▪ Audubon Society ▪ Caloosahatchee Riverwatch Citizens Association ▪ Conservancy of Southwest Florida ▪ Earth Justice ▪ Florida Environmental Network ▪ Gulf Citrus Growers Association ▪ Sierra Club ▪ Southwest Florida Watershed Council ▪ Thousand Friends of Florida

Note: Highlighting Indicates Interviews included in WO-1

EXHIBIT B

Date: November 10, 2006

COMPENSATION AND METHOD OF PAYMENT

For DEVELOPMENT OF A COMMON TMDL VISION

Section 1 BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	PROJECT KICK-OFF MEETING	\$ 6,289.00	NTE	
2	BACKGROUND INFO, MAPS & DATA	\$ 8,804.00	NTE	
3	PRELIMINARY WBID ASSESSMENTS	\$ 8,893.00	NTE	
4	ASSESS INTERNAL STAKEHOLDERS	\$ 9,399.00	NTE	
5	ASSESS EXTERNAL STAKEHOLDERS	\$ 6,481.00	NTE	
6	TMDL WORK PLANS	\$13,105.00	NTE	
7	REVIEW OF TWO FEDERAL TMDLs	\$ 16,051.00	NTE	
TOTAL		\$69,022.00	NTE	

Unless list is continued on next page)

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Section 2 ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated November 10, 2006, 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 November 10, 2006, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

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ATTACHMENT NO. 1 TO EXHIBIT B

Date: November 10, 2006

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for DEVELOPMENT OF A COMMON TMDL VISION

~~CONSULTANT OR SUB-CONSULTANT NAME~~ **URS CORPORATION SOUTHERN**
 (A separate Attachment No. 1 should be included for each Sub-Consultant)

(1)	(2)	(3)	(4)
Project Position or Classification (Function to be Performed)	Current Direct* Payroll Average Hourly Rate	Multiplier**	Hourly Rate To Be Charged (Column 2x3)
Vice President/Principal-in-Charge	\$66.29	2.95	\$195.56
Principal Engineer	\$60.48	2.95	\$178.42
Project Manager	\$40.78	2.95	\$120.30
Senior Registered Professional	\$45.34	2.95	\$133.75
Intermediate Registered Professional	\$35.81	3.00	\$107.43
Registered Professional	\$31.54	3.00	\$94.62
Professional	\$30.32	3.05	\$92.48
Entry Level Professional	\$24.52	3.05	\$74.79
Principal Scientist	\$53.34	2.95	\$157.35
Senior Scientist	\$31.14	3.00	\$93.42
Intermediate Scientist	\$29.67	3.00	\$89.00
Scientist	\$26.78	3.10	\$83.02
Entry Level Scientist	\$19.96	3.10	\$61.88
Chief GIS Analyst	\$31.26	2.95	\$92.22
Senior GIS Analyst	\$30.76	3.00	\$92.28
Intermediate GIS Analyst	\$26.34	3.05	\$80.34
GIS Analyst	\$19.56	3.05	\$59.66
Chief Field Inspector	\$28.88	2.95	\$85.20
Field Inspector	\$23.11	3.00	\$69.33
Chief Designer	\$35.46	3.00	\$106.38
Senior Designer	\$27.88	3.00	\$83.64
Designer	\$24.94	3.05	\$76.06
Senior Technician	\$27.30	3.05	\$83.27
Technician	\$16.01	3.05	\$48.84
Administrative/Clerical	\$18.56	3.05	\$56.61

*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".

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ATTACHMENT NO. 1 TO EXHIBIT B

Date: November 10, 2006

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for DEVELOPMENT OF A COMMON TMDL VISION

~~CONSULTANT OR SUB-CONSULTANT NAME~~ **Applied Technology and Materials, Inc.**
 (A separate Attachment No. 1 should be included for each Sub-Consultant)

(1)	(2)	(3)	(4)
Project Position or Classification (Function to be Performed)	Current Direct* Payroll Average Hourly Rate	Multiplier**	Hourly Rate To Be Charged (Column 2x3)
Vice President/Principal-in-Charge	\$61.54	2.95	\$181.53
Principal Engineer	\$51.47	2.95	\$151.84
Project Manager	\$39.85	3.10	\$123.52
Senior Registered Professional	\$43.51	2.95	\$128.34
Intermediate Registered Professional	\$38.25	3.05	\$116.65
Registered Professional	\$32.94	3.10	\$102.11
Professional	\$27.55	3.20	\$88.16
Entry Level Professional	\$21.16	3.30	\$69.81
Principal Scientist	\$50.41	2.95	\$148.71
Senior Scientist	\$40.67	3.05	\$124.03
Intermediate Scientist	\$31.48	3.10	\$97.59
Scientist	\$25.40	3.20	\$81.26
Entry Level Scientist	\$21.16	3.30	\$69.81
Chief GIS Analyst	\$24.99	3.15	\$78.70
Senior GIS Analyst	\$21.45	3.15	\$67.57
GIS Analyst	\$16.95	3.15	\$53.38
Chief Designer	\$38.25	3.05	\$116.65
Senior Designer	\$32.94	3.10	\$102.11
Designer	\$27.55	3.20	\$88.16
Senior Technician	\$26.00	3.20	\$83.20
Technician	\$17.19	3.30	\$56.71
Administrative/Clerical	\$16.24	3.10	\$50.33

*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".

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NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for DEVELOPMENT OF A COMMON TMDL VISION

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT NAME: **URS CORPORATION SOUTHERN**

(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.445/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals:	
Breakfast	\$12.01
Lunch	\$11.82
Dinner	\$24.72
In accordance with the Runzheimer rate service for Travel utilizing the "average", dated February 16, 2007	
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed
 CMO:033
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EXHIBIT C

Date: November 10, 2006

TIME AND SCHEDULE OF PERFORMANCE

for DEVELOPMENT OF A COMMON TMDL VISION

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

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task*	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed*
1	PROJECT KICK-OFF MEETING	20	20
2	BACKGROUND INFO, MAPS & DATA	20	35
3	PRELIMINARY WBID ASSESSMENTS	62	105
4	ASSESS INTERNAL STAKEHOLDERS	66	105
5	ASSESS EXTERNAL STAKEHOLDERS	66	105
6	TMDL WORK PLANS	50	180
7	REVIEW OF TWO FEDERAL TMDLs****	50**/75***	85**/110***

Notes:

- * Schedule durations have been established based on a 15-day review period, as specified by the Department of Natural Resources. Both parties agree to a "no-penalty" schedule adjustment in the event that County Staff requires more than 15 days to complete their review and prepare an integrated set of comments.
- ** Based on inclusion of review of underlying model data and model documentation ONLY without inclusion of time for acquisition of documents from USEPA or USEPA's contractor
- *** Allows 30 calendar days for acquisition of documents from USEPA or USEPA's contractor.
- **** Both parties agree to a "no-penalty" schedule adjustment in the event that the actual time required to acquire documents from USEPA or USEPA's contractor exceeds 30 days.

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EXHIBIT C

Date: November 10, 2006

TIME AND SCHEDULE OF PERFORMANCE

for DEVELOPMENT OF A COMMON TMDL VISION

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

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task*	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed*
1	PROJECT KICK-OFF MEETING	20	20
2	BACKGROUND INFO, MAPS & DATA	20	35
3	PRELIMINARY WBID ASSESSMENTS	62	105
4	ASSESS INTERNAL STAKEHOLDERS	66	105
5	ASSESS EXTERNAL STAKEHOLDERS	66	105
6	TMDL WORK PLANS	50	180
7	REVIEW OF TWO FEDERAL TMDLs	40	75

* = Schedule 13 predicted on a 15-day review period, as specified by the Department of Natural Resources. Both parties agree to a "no-penalty" schedule adjustment in the event that County Staff require more than 15 days to complete their review and prepare an integrated set of comments.

EXHIBIT D

Date: November 10, 2006

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

for DEVELOPMENT OF A COMMON TMDL VISION

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)			Subconsultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
Conduct Tasks 2 and 3, and assist with Tasks 6 and 7	Applied Technology and Materials, Incorporated (ATM)		✓		✓	

CMO:035
09/25/01

EXHIBIT E

Date: November 10, 2006

PROJECT GUIDELINES AND CRITERIA

for DEVELOPMENT OF A COMMON TMDL VISION

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

CMO:036
09/25/01

Date: November 10, 2007

AMENDMENT TO ARTICLES

For: **CN-06-16 TMDL FOR THE CALOOSAHATCHEE RIVER, CHARLOTTE HARBOR AND EVERGLADES WEST COAST**

For amending (i.e., changing, deleting from or adding to) the articles.

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

None

ACORD CERTIFICATE OF LIABILITY INSURANCE Page 1 of 2		DATE 11/10/2006
PRODUCER 877-945-7378 Willis North America, Inc. 25 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		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 URS Corporation Southern 7450 West Courtney Campbell Causeway Tampa, FL 33607-1462		
		INSURERS AFFORDING COVERAGE NAIC# INSUREAA: National Union Fire Ins Co of Pittsburgh 19445-100 INSURERB: Lexington Insurance Company 19437-000 INSURERC: Insurance Company of the State of PA 19429-100 INSURERD: American International South Insurance Co 40258-001 INSURERE: Lloyd's of London/A.F. Beazley Syndicate 15792-200

COVERAGES

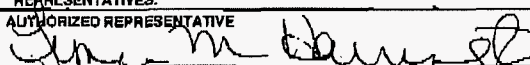
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU, BFPD <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>	GL177-4688	4/1/2006	5/1/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	CA826-2357	4/1/2006	5/1/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO	CA826-2360	4/1/2006	5/1/2007	
A	ALL OWNED AUTOS	CA826-2361	4/1/2006	5/1/2007	BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC AGG \$
B	EXCESS LIABILITY	7022029	4/1/2006	5/1/2007	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
	DEDUCTIBLE				\$
	RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SPEC WC1359817	1/1/2006	1/1/2007	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	CA WC1359815	1/1/2006	1/1/2007	E.L. EACH ACCIDENT \$ 1,000,000
D	If yes, describe under SPECIAL PROVISIONS below	GA WC1359816	1/1/2006	1/1/2007	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C	OTHER	AOS WC1359818	1/1/2006	1/1/2007	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability w/Limited Contractual - Claims Made Policy	1155961 E&O	4/1/2006	5/1/2007	
E		MLP0005	4/1/2006	5/1/2007	\$1,000,000. Each Claim \$1,000,000. Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
Project-TMDL for the Caloosabatchee River, Charlotte Harbor and Everglades West Coast
 Lee County Board of County Commissioners, its officers and employees are included as Additional Insured as respects the General Liability policy, where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Lee County Board of County Commissioners Public Works, Contract Management PO Box 398 Ft. Myers, FL 33902	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 
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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.