

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20070231

1. ACTION REQUESTED/PURPOSE: Award Professional Services Agreement for CN-06-17 HOMESTEAD ROAD FROM SUNRISE BOULEVARD TO ALABAMA ROAD WIDENING DESIGN to HDR Engineering, Inc., in the not-to-exceed amount of \$1,871,233.61. Also, authorize Chairman to execute Agreement on behalf of the Board. This project was anticipated and funds are available.

2. FUNDING SOURCE: Fund – Road Impact Fee Central District; Program – Capital Projects; Project – Homestead Four Laning Sunshine to Alabama

3. WHAT ACTION ACCOMPLISHES: Provides Lee County with a Consultant to develop the alignment/right-of-way requirements and roadway design plans to widen Homestead Road to a four lane roadway (expandable to six) from South of Sunrise Boulevard to North of Alabama Road

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: 09 Transportation **C9C** **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 <u>AC-4</u> <input type="checkbox"/> Other		9. Request Initiated: Commissioner _____ Department <u>Transportation</u> Division _____ By: <u>Scott Gilbertson,</u> <u>Director</u>
	<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance		
	<input checked="" type="checkbox"/> Admin. Code <u>AC-4</u>		
	<input type="checkbox"/> Other		

10. Background:

On October 10, 2006, the Board approved the ranking of consultants and authorized negotiations to commence with the number one ranked firm. The ranking was as follows: (1) HDR Engineering, Inc., (2) Dyer, Riddle, Mills & Precourt, Inc., and (3) Stanley Consultants, Inc.

Negotiations were successful with the number one ranked firm, HDR Engineering, Inc., in the not-to-exceed amount of \$1,871,233.61.

Funds are available in the following account: 20506318823.503190

Attachments: 1) Two original Professional Service Agreements for execution.

11. 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>2/14/07</i>	<i>[Signature]</i>			<i>2/16/07</i>	<i>2-19-07</i>	<i>2/19/07</i>	<i>2/19-07</i>	<i>2/19/07</i>	<i>[Signature]</i> <i>2-9-07</i>

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN: *[Signature]*
2/16 3:30 PM
COUNTY ADMIN
FORWARDED TO: *[Signature]*
2/19 3pm

Rec. by CoAtty
Date: *2/15/07*
Time: *1:00pm*
Forwarded To:
2/16/07
3:00pm

3806

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES 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 HDR ENGINEERING SERVICES, INC. hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the professional Engineering services of said CONSULTANT to provide and perform professional services as further described hereinafter concerning the Project to be referred to and identified as: CN-06-17 HOMESTEAD ROAD FROM SUNRISE BOULEVARD TO ALABAMA ROAD WIDENING DESIGN, and

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

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

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

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

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

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

ARTICLE 2.00 - DEFINITIONS

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

Date: 09/25/01

2.01 COUNTY

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

2.02 CONSULTANT

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

2.03 PROFESSIONAL SERVICES

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

2.04 SUB-CONSULTANT

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

2.05 SUBCONTRACTOR

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

2.06 PROJECT

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

2.07 BASIC SERVICES

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

Date: 09/25/01

2.08 ADDITIONAL SERVICES

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

2.09 CHANGE ORDER

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

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

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

2.11 SUPPLEMENTAL TASK AUTHORIZATION

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

Date: 09/25/01

2.12 DEPARTMENT DIRECTOR

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

2.13 PROJECT MANAGER

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

2.14 LUMP SUM FEE(S)

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

2.15 NOT-TO-EXCEED FEE(S)

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

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mutually understood and agreed that such compensation for each completed Task shall be made on the following basis:

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

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

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

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

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

ARTICLE 3.00 - OBLIGATIONS OF THE CONSULTANT

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

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3.01 LICENSES

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

3.02 PERSONNEL

(1) QUALIFIED PERSONNEL

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

(2) CONSULTANT'S PROJECT DIRECTOR

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

(3) REMOVAL OF PERSONNEL

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

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work

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

3.04 STANDARDS OF PROFESSIONAL SERVICE

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

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) RESPONSIBILITY TO CORRECT

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

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

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

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

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

3.06 LIABILITY

(1) CONSULTANT TO HOLD COUNTY HARMLESS

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

3.07 NOT TO DIVULGE CERTAIN INFORMATION

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

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

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

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

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

3.09 RESPONSIBILITY FOR ESTIMATES

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

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

(3) Cost Estimates

(A) ORDER OF MAGNITUDE ESTIMATE

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

(B) BUDGET ESTIMATE

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

(C) CONSTRUCTION COST ESTIMATE.

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

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

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

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

(C) CONSTRUCTION COST ESTIMATE.(Continued)

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

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

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

3.10 PERMITS

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

Date: 09/25/01

3.11 ADDITIONAL SERVICES

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

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

ADDITIONAL SERVICES shall be administered and authorized as "SUPPLEMENTAL TASK AUTHORIZATIONS" or "CHANGE ORDERS" under the Agreement.

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

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

3.12 TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

3.13 COMPLETION OF TASKS

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

Date: 09/25/01

3.14 AFFIRMATIVE ACTION BY CONSULTANT WHEN ENGAGING SUB-CONSULTANTS

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

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

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

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

ARTICLE 4.00 - OBLIGATIONS OF THE COUNTY

4.01 DESIGNATION OF PROJECT MANAGER

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

4.02 AVAILABILITY OF COUNTY INFORMATION

(1) PROJECT GUIDELINES AND CRITERIA

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

Date: 09/25/01

4.02 AVAILABILITY OF COUNTY INFORMATION (Continued)

(2) COUNTY TO PROVIDE PERTINENT REFERENCE MATERIAL

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

4.03 AVAILABILITY OF COUNTY'S DESIGNATED REPRESENTATIVES

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

4.04 ACCESS TO COUNTY PROPERTY

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

ARTICLE 5.00 - COMPENSATION AND METHOD OF PAYMENT

5.01 BASIC SERVICES

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

5.02 ADDITIONAL SERVICES

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

Date: 09/25/01

5.02 ADDITIONAL SERVICES (Continued)

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

5.03 METHOD OF PAYMENT

(1) MONTHLY STATEMENTS

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

(2) PAYMENT FOR SERVICES PERFORMED

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

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

(2) PAYMENT FOR SERVICES PERFORMED (Continued)

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

(3) PAYMENT SCHEDULE

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

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

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

5.05 PAYMENT WHEN SERVICES ARE SUSPENDED

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

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

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

Date: 09/25/01

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

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

ARTICLE 6.00 - TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

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

6.02 TIME OF PERFORMANCE

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

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

6.03 CONSULTANT WORK SCHEDULE

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

Date: 09/25/01

6.04 FAILURE TO PERFORM IN A TIMELY MANNER

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

ARTICLE 7.00 - SECURING AGREEMENT

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

ARTICLE 8.00 - CONFLICT OF INTEREST

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

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

If the COUNTY determines that there is not such conflict of interest, then the COUNTY shall give its written consent to such representation. If CONSULTANT or sub-consultant accepts such a representation without obtaining the COUNTY'S prior written consent, and if the COUNTY subsequently determines that there is a conflict of interest between such representation and the work being performed by CONSULTANT or such sub-consultant under this Agreement, then the CONSULTANT or such sub-consultant agrees to promptly terminate such representation. CONSULTANT shall require each of such sub-consultants to comply with the provisions of this section.

Date: 09/25/01

ARTICLE 8.00 - CONFLICT OF INTEREST (Continued)

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

ARTICLE 9.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

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

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

ARTICLE 10.00 - APPLICABLE LAW

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

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

11.01 FOR PROJECTS WITH FUNDS APPROPRIATED FROM GENERAL LEE COUNTY REVENUES

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

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

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

ARTICLE 12.00 - WAIVER OF BREACH

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

ARTICLE 13.00 - INSURANCE

13.01 INSURANCE COVERAGE TO BE OBTAINED

- (1) The CONSULTANT shall obtain and maintain such insurance as will protect him from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the CONSULTANT, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- (2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
- (3) The CONSULTANT, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-Consultants and/or SubContractors obtain, have, and maintain the insurance coverages required by law to be provided.
- (4) The CONSULTANT shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

Date: 09/25/01

13.01 INSURANCE COVERAGE TO BE OBTAINED (Continued)

(5) In the event that the CONSULTANT engages Sub-Consultants or Sub-Contractors to assist the CONSULTANT in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under Article 13.03 to be provided by the CONSULTANT shall cover all of the services or work to be provided or performed by all of the Sub-Consultants or Sub-Contractors engaged by the CONSULTANT. However, in the event the services or work of Sub-Consultants or Sub-Contractors engaged by the CONSULTANT is not covered by the CONSULTANT'S INSURANCE POLICY(S), it shall be the responsibility of the CONSULTANT to ensure that all Sub-Consultants or Sub-Contractors have fully complied with the COUNTY insurance requirements for: (1) worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; or (4) Professional Liability as required and set forth in Agreement Article 13.00.

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

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

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

Design Survey & Right-of-Way Mapping	McKim & Creed, Inc. 6241 Arc Way, Inc. Ft. Myers, FL 33912 Phone: 239/275-8875 / Fax: 239/275-7029 Jason Hill, PSM Project Manager
Geotechnical Investigation	Ardaman & Associates, Inc. 9970 Bavaria Rd. Ft. Myers, FL 3393 Phone: 239/768-6600 / Fax: 239/768-0409 Gary A. Drew, PE Branch Manager/Vice President
Public Involvement	Cella Molnar & Associates, Inc. 2125 First Street, Suite 201 Ft. Myers, FL 33901 Phone: 239/337-1071 / Fax: 239/337-1076 Kris Cella, CEO
Traffic Counts	Florida Transportation Engineering, Inc. 8250 Pascal Drive Punta Gorda, FL 33950 Phone: 941/639-2818 / Fax: 941/639-4851 Ravi Devaguptapu, PE, PTOE President

Date: 09/25/01

13.01 INSURANCE COVERAGE TO BE OBTAINED Continued

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

13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

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

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

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

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

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

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

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

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

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

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

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

Date: 09/25/01

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

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

13.03 - INSURANCE COVERAGES REQUIRED

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

(1) WORKERS' COMPENSATION

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

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

(2) COMMERCIAL GENERAL LIABILITY

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

- (A) Minimum limits of \$100,000 per occurrence and \$300,000 aggregate for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.
- (B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.
- (C) Such additional requirements as are set forth in Article 13.01 and 13.02 hereinabove.

Date: 09/25/01

(3) BUSINESS AUTOMOBILE LIABILITY

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

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

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

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

ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

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

ARTICLE 15.00 - REPRESENTATION OF THE COUNTY

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

Date: 09/25/01

ARTICLE 15.00 - REPRESENTATION OF THE COUNTY (Continued)

In the event the CONSULTANT'S services or work involves construction contract administrative support services, the CONSULTANT is not authorized to act on the COUNTY'S behalf, and shall not act on the COUNTY'S behalf, in such a manner as to result in change(s) to (1) the cost or compensation to be paid the construction contractor, or (2) the time for completing the work as required and agreed to in the construction contract, or (3) the scope of the work set forth in the construction contract documents, unless such representation is specifically provided for, set forth and authorized in this Agreement or thereto.

The COUNTY will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the CONSULTANT not specifically provided for and authorized as stated hereinabove.

ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the CONSULTANT under this Agreement shall be property of the CONSULTANT until the CONSULTANT has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the COUNTY of a written Change Order deleting all or portions of the scope of services or task(s) to be provided or performed by the CONSULTANT, all of the above documents, to the extent requested in writing by the COUNTY, shall be delivered by the CONSULTANT to the COUNTY within seven (7) calendar days of the COUNTY making such a request. In the event the COUNTY gives the CONSULTANT a written Notice of Termination of all or part of the services or work required, or upon the issuance to the CONSULTANT by the COUNTY of a written Change Order deleting all or part of the services or work required, the CONSULTANT shall deliver to the COUNTY the requested documents as set forth hereinabove, with the mutual understanding and commitment by the COUNTY that compensation earned or owing to the CONSULTANT for services or work provided or performed by the CONSULTANT prior to the effective date of any such termination or deletion will be paid to the CONSULTANT within thirty (30) calendar days of the date of issuance of the Notice of Termination or Change Order.

The CONSULTANT, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use. The CONSULTANT shall not, and agrees not to, use any of these documents, and data and information contained therein on any other project or for any other client without the prior expressed written permission of the COUNTY.

Any use by the COUNTY of said documents, and data and information contained therein, obtained by the COUNTY under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the risk of the COUNTY, and without liability to the CONSULTANT. The COUNTY shall be liable and agrees to be liable for and shall indemnify, defend and hold the CONSULTANT harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional

Date: 09/25/01

ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS (Continued)

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

ARTICLE 17.00 - MAINTENANCE OF RECORDS

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

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

ARTICLE 18.00 - HEADINGS

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

ARTICLE 19.00 - ENTIRE AGREEMENT

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

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

- (1) EXHIBIT "A" entitled "Scope of Professional Services" dated December 7, 2006.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated January 26, 2007.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated January 26, 2007.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)", dated January 26, 2007.

ARTICLE 19.00 - ENTIRE AGREEMENT (Continued)

- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated January 26, 2007.
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated January 26, 2007.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles", dated N/A.

ARTICLE 20.00 - NOTICES AND ADDRESS OF RECORD

20.01 NOTICES BY CONSULTANT TO COUNTY

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

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

20.02 NOTICES BY COUNTY TO CONSULTANT

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

HDR Engineering, Inc.
(CONSULTANT'S Business Name)

2202 North West Shore Boulevard, Suite 250
(Street/P.O. Box)

Tampa
(City)

Florida
(State)

33607-5755
(Zip Code)

Telephone Number: 813.282.2300
Fax Number: 813.282.2449

ATTENTION: Dave Gilbert, PE
Project Director

20.03 CHANGE OF ADDRESS OF RECORD

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

ARTICLE 21.00 - TERMINATION

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

Date: 09/25/01

ARTICLE 21.00 - TERMINATION (Continued)

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

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

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

21.01 CONSULTANT TO DELIVER MATERIAL

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

ARTICLE 22.00 - AMENDMENTS

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

ARTICLE 23.00 - MODIFICATIONS

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

Date: 09/25/01

ARTICLE 23.00 - MODIFICATIONS (Continued)

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

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

ARTICLE 24.00 - ACCEPTANCE

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

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

ATTEST:
CLERK OF CIRCUIT COURT
Charlie Green, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM

BY: _____
County Attorney's Office

ATTEST:

HDR Engineering, Inc.
2202 N. West Shore Blvd., Ste. 250
Tampa, FL 33607-5755

(CONSULTANT)
William H. Wadsworth

BY: William H. Wadsworth, PE
(Authorized Signature)

Executive Vice President
(Title)

DATE: January 26, 2007

Mitchell Rivera

(Witness)

Carl L. Miller

(Witness)

CORPORATE SEAL:

Date: 09/25/01

EXHIBIT A

Date: December 7, 2006

SCOPE OF PROFESSIONAL SERVICES

HOMESTEAD ROAD FROM S. OF SUNRISE BLVD. TO ALABAMA RD.

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

This Exhibit forms an integral part of the agreement between the Lee County Department of Transportation (hereinafter referred to as the DEPARTMENT) and HDR Engineering, Inc. (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Description: **Homestead Rd. from South of Sunrise Rd. to Alabama Rd.**

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.

The CONSULTANT shall conduct surveys, develop design alternatives, prepare an environmental impact summary, 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, the E.P.A., the South Florida Water Management District and Lee County Department of Community Development (Development Order).

The Scope of this project will encompass the widening of Homestead Road from existing two lanes to a minimum of four lanes beginning south of the curve near the Sunrise Blvd intersection through the north side of the Alabama Road intersection. The design speed shall be 45 MPH and typical sections shall be developed to include provisions for landscaping (irrigation sleeves). The typical section development will also include an alignment study that will involve the evaluation of a QRI concept as described by NCHRP synthesis 299.

The consultant will also include traffic counts and signal system timing analysis and recommended signal timings and any necessary interconnects, for the entire corridor. The existing access management may be modified and the Consultant shall perform the public meetings required.

This Contract Document does not entitle any firm to exclusive rights to County contracts. The County reserves the right to perform any and all required work in house or by any means it so desired.

Section 2. TASKS

Pursuant to the General Scope of the Basic Services stated hereinabove, the CONSULTANT shall perform all services and/or work necessary to complete the following tasks(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or item(s) set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT."

TASK INDEX

- 1.00 Public Involvement Program
- 2.00 Engineering & Land Surveys
- 3.00 Geotechnical Services
- 4.00 Environmental Inventory
- 5.00 Traffic Data and Geometric Concepts
- 6.00 Roadway Plans
- 7.00 Utility Relocation Plans
- 8.00 Right-of-Way Maps
- 9.00 Signalization and Street Lighting Plans
- 10.00 Signing and Pavement Marking Plans
- 11.00 Permits
- 12.00 Final Bidding and Contract Documents
- 13.00 Advisory Services During Bidding
- 14.00 Post Design Services

TASK 1.00 - PUBLIC INVOLVEMENT PROGRAM

Task 1.00 Public Involvement

The CONSULTANT shall undertake a Public Involvement program which shall include the following:

Task 1.01 Introductory/Kickoff Notification

Upon receiving the County's written approval to proceed with Project, letters shall be prepared and mailed by the Consultant to the local government elected officials to introduce the Consultant and inform officials of the Project.

Task 1.02 Mailing/Contact List

The Consultant will develop and maintain throughout the Project a computerized database of contacts and mailing list beginning with the list of those notified in the Kickoff Notification Process and an initial list provided by the County. The contacts and mailing list will also include public officials, community service organizations, environmental agencies, local and regional transportation officials and special interest groups identified by the Consultant. The Consultant will include in the contacts and mailing list all property owners located adjacent to existing Homestead Road and the adjacent properties for the QRI. The consultant will update the contacts and mailing list throughout the Project to reflect additional parties who request to be included, and any changes to names and/or addresses of public officials.

Task 1.03

Meetings and Presentations

The Consultant shall be available to attend meetings or make presentations at the request of the County. Such meetings and presentations may be held at any hour between 8:00 a.m. and 12:00 midnight on any day of the week. The Consultant may be called upon to arrange and coordinate such meetings. No more than six (6) such meetings are anticipated. These meetings may be public agency meetings, meetings with affected property owners, and/or interested parties. These meetings also include coordination meetings with local officials, which are anticipated to occur just prior to the public workshops.

Task 1.04

Public Meetings

Task 1.04a

Workshops

Two Public Meetings are to be advertised and conducted by the County as informational workshops. The Consultant shall attend these Public Meetings to answer any questions attendees may have and to solicit their input.

The meeting format shall be developed by the Consultant and the Prime and will be reviewed and approved by the County. The Consultant shall be responsible for Public Meetings setup and take down, and shall prepare advertisements and press releases for meetings

The Consultant shall prepare all materials for the meeting including graphic displays. The Consultant shall prepare handouts and comment forms for the Public Meetings and distribute to attendees. The Consultant shall prepare a sign-in sheet and take attendance of attendees.

The Consultant shall summarize the public comment forms collected from the meetings along with any other correspondence received, and submit to Prime for review, highlighting areas of public concern.

Task 1.04b

Notification

A black and white, approximately quarter-page display advertisement announcing each meeting shall be prepared by the Consultant and submitted to the County for approval. The County shall publish the advertisement in the area newspaper(s) having the largest daily circulation. Advertising costs are the responsibility of the Consultant

Notification shall be made by the Consultant to elected and appointed officials and other interested persons on the mailing list by letter no later than ten (10) days prior to the Public Meetings.

A draft news release shall be prepared by the Consultant and submitted for publication by the County during the week of the Public Meeting.

Conducting the Public Meetings will require knowledgeable staff and a sufficient number of staff members will be assigned to handle the crowd anticipated. Although the Public Meetings may be scheduled for a certain time period, The Consultant shall be available for some time before and/or after those set hours in order to maintain public contact or for media interviews, etc.

Task 1.04c Issue Identification

The identification of issues brought up at the Public Meetings is an integral part of the Public Meeting debriefing process, which shall include staff members taking part in the workshop process and interacting with the public. This "debriefing" shall occur as either a meeting or conference call.

Once issues have been identified from the Public Meeting, their significance shall be determined by the Consultant and reviewed by the County's Project Manager. Determinations will be made as to whether the issues are valid enough for further consideration or, whether they have elements, which may require further consideration.

Task 1.05 Public Involvement Summary

The Consultant shall prepare a Public Involvement Summary containing, as a minimum, documentation of the public participation accomplished throughout the Project period.

Task 1.06 Newsletters

The consultant shall prepare newsletters at key points during the Project. The newsletters shall be mailed by the Consultant to elected officials and interested persons included on the mailing list compiled by the Consultant. The County shall review the newsletter prior to mailing. A maximum of one newsletter is anticipated. The second public meeting will be announced with a letter.

TASK 2.00 - ENGINEERING AND LAND SURVEYS

The CONSULTANT shall perform engineering, land survey services necessary for the subject project as outlined; reference all centerline survey control points; establish and provide maintained right-of-way survey; establish the benchline on North American Vertical Datum (1988) throughout the project and tie property lines to comply with Florida Department of Natural Resources Rule, Florida Administrative Code Chapter 16 Q-3 (Florida Status 177 - Part Two). Horizontal data will be referenced to the State plane coordinate system, Florida West Zone, NAD 1983, 1990 adjustment.

Survey work shall be performed under the responsible charge of a Professional Land Surveyor registered in the State of Florida and shall be accomplished in accordance with the Florida Department of Transportation Policy 760,000-760.012, and Florida Department of Transportation Location Manual. Work must comply with the minimum technical standards for Land Surveyors Rule 21HH-6, Florida Statute 472.027; the survey will be submitted in electronic format; measurements of regular roadway cross-sections will be recorded on electronic data collection equipment.

Task 2.01 Roadway Survey

Provide engineering and land surveys necessary to establish the roadway alignments and intersecting streets within the project limits and obtain topography, cross sections, underground utilities, right-of-way, land ties and required drainage information for existing and proposed drainage systems.

Task 2.02 Underground Utilities

Field locate existing underground utilities, based upon information provided in Task 7.01, only as deemed necessary to identify conflicts or potential conflicts with existing utilities during roadway and drainage construction. Horizontal and vertical location of underground utilities will be obtained prior to completion of Task 6.02. This task includes coordination with various utility companies and assumes that the respective utility shall be responsible for "pot holing" said underground systems. The horizontal and vertical location of each utility will be documented, based on the "pot-holing" performed by the respective utility company.

Task 2.03 Jurisdictional Wetlands Survey

After jurisdictional wetland lines have been flagged and verified by the agencies, the jurisdictional line will be located by GPS to submeter accuracy.

Task 2.04 Planimetric

The Consultant shall provide planimetrics of the project area sufficient to define topographical (three dimensional) details along the proposed roadway.

TASK 3.00 - GEOTECHNICAL SERVICES

The CONSULTANT shall furnish soils investigation and analysis necessary for the design and preparation of construction plans for this project and submitted to the COUNTY for its record.

Task 3.01 Soil Borings and Laboratory Testing

- a) Hand Auger Borings will be performed on 100-foot centers and staggered left and right of the centerline of the proposed lanes. The hand auger borings shall extend to a maximum of 5 feet below existing ground or to refusal on rock, whichever comes first. Every fifth boring will be extended to a depth of 15 feet below the existing ground. The same program will be followed for improvement to Adams Avenue for an additional distance of 1000 feet.
- b) Standard Penetration Test Borings will be performed in proposed pond areas at a frequency of two per acre (minimum 2 per pond). Boring depth will be 20 feet. In addition, two field permeability tests will be performed per pond.
- c) In areas where unsuitable material, such as muck, is found, probings will be taken to define the vertical and horizontal extent of the unsuitable material within the right-of-way.
- d) Soil samples will be tested to aid in soil classification and to determine the engineering properties of the soils at a frequency of 3 per mile per stratum (minimum of 5 tests). This includes obtaining samples of the existing soils for Limerock Bearing Ratio (LBR) to determine the soil support value and resilient modulus for pavement design. In addition, samples will be obtained for environmental corrosion testing (pH, resistivity, chlorides and sulfates) at a frequency of 1 per 1,500 l.f.
- e) Standard FDOT reporting procedures will be followed consisting of a Preliminary Roadway Soil Survey Report and a Final Roadway Soil Survey Report. In addition summary reports of the Seasonal High Groundwater Table (SHGWT), LBR data for Soil Support Value, Pond Soil Survey will be provided as the data becomes available.
- f) Box culvert extensions, retaining walls, and signal pole locations and a possible new weir (constructed across a canal) will be explored with SPT borings advanced to a depth of 30 feet.
- g) Soil samples will be collected from the SPT borings to aid in soil classification and to determine the engineering properties of the soils. (moisture content, sieve analysis, organic content and Atterberg limits). Soil corrosion tests will be performed for the structures and water samples collected from each canal

Task 3.02 Reports

Prepare an engineering report summarizing the findings and provide recommendations or roadway design.

TASK 4.00 - ENVIRONMENTAL INVENTORY

The CONSULTANT shall furnish the following as part of an engineering report utilizing FLUCFCS codes and FUMAM analysis: the impact of the project on Hydrology; Vegetation; Wildlife; Soils; Wetlands; Floodplains or Riverine Areas; Land Use; Scenic Views; and Archaeology of the area. The report shall contain the following:

Task 4.01 Hydrology

- a) A diagram depicting the hydrology of the area.
- b) A description of the potential impact to ground and surface water resulting from the project as they relate to obtaining project permits.

Task 4.02 Vegetation

- a) A listing of vegetation found within the project limits. Based on desktop review and field verification
- b) An aerial map of the vegetation associations.

Task 4.03 Wildlife

- a) An inventory of wildlife, including panther analysis found within the project limits based on FNAI requests and field review to verify desktop information.

Task 4.04 Soils

- a) An aerial map of the soils within the project limits identified by Soil Series and Field Mapping Unit Name established by the United States Department of Agriculture's Soil Conservation Service. Soils mapping will be included, but not verified.

Task 4.05 Wetlands

- a) An aerial of the wetland area within and adjacent to the project limits. Jurisdictional limits of permitting agencies such as, but not necessarily limited to, the Florida Department of Environmental Regulation and United States Army Corp. of Engineers shall be shown as well as the extent of Resource Protection Areas as defined by the Lee County Comprehensive Plan, Policy IX.D.5. Consultant shall use GIS to compile data sources of existing wetland information, field delineate jurisdictional lines.
- b) A description of the impact on wetland by the project and mitigation requirements to offset adverse impacts.

- Task 4.06 Floodplains or Riverine Areas
- a) An aerial map showing the extent of floodplains or riverine areas impacted by the project.
 - b) A description of the impact on floodplains or riverine areas by the project and mitigation requirements to offset adverse impacts.
- Task 4.07 Land Use
- a) A description of any variances that may be required from provisions of the Lee County Comprehensive Plan or implementing ordinances. Evaluation of secondary development that may be generated by the improvements is not included.
- Task 4.08 Parks and Recreation Facilities
- a) A description of Parks or Recreation Facilities located within or adjacent to project limits.
 - b) A description of potential adverse impacts on these resources as a result of the project and what actions will be taken to avoid or minimize these impacts.
- Task 4.09 Mitigation
- a) The Consultant will coordinate with the County to develop a mitigation plan.

TASK 5.00 - TRAFFIC DATA AND GEOMETRIC CONCEPTS

The Consultant shall obtain 8-hour turning movement counts at 9 locations along Homestead Road on a typical weekday and 3-hour turning movement counts on a Saturday. A 7-day continuous machine count shall be obtained at a location along Homestead Road as designated by the County. The Consultant shall utilize the count data as a comparison to the MPO study and update the projections as needed where there are significant differences. This data shall be utilized for developing signal timings for opening year and for determining geometrics for the 2030 design year. Capacity analysis and signal warrants will be performed for signalized and unsignalized intersection locations along Homestead Road including Alabama Avenue, Adams Avenue, Lehigh Acres Veterans Park Entrance and Sunrise Blvd.

The Consultant shall utilize the projected counts to perform a preliminary analysis of the operation of the Homestead Road at Alabama Road intersection with the alternative intersection concepts such as a QRI intersection and to perform a full evaluation with the selected alternative intersection. The analysis will include opening year (2010) and design year(2030) traffic conditions for both a.m. and p.m. peak hour conditions.

The County shall provide the Consultant with crash data of the Homestead Road arterial for the most recent five years. The Consultant shall summarize the data on crash forms and shall recommend safety improvements to the County to be incorporated into the widening.

- Task 5.01 Establish Typical Sections - With consideration of Level of Service, type of area (rural vs. urban), density of development, and available right-of-way, develop the cross-section elements for roadway alternatives in accordance with design and safety criteria.
- Task 5.02 Establish at-grade intersection geometry for all street intersections and driveways along the alignment.

TASK 6.00 – ROADWAY PLANS

The Consultant shall furnish design services necessary to perform project design and prepare roadway plans and specifications as set forth in Exhibit E and in accordance with the highway design and plans preparation standards in effect on the date this Agreement is approved by the COUNTY as set forth in the Florida Department of Transportation Standard Specifications, Florida Department of Transportation Roadway Plans Preparation Manual, Drainage Manual, and Federal Highway Planning Manual, 6-7-3-2. Plans shall be accurate, legible and complete in design.

Roadway plans shall be prepared to include: plotting of survey data; establishment of profile grades; preparation of key map, plan-profile sheets (including geometric calculations), typical section sheets, summary of quantities (including computation booklet), maintenance of traffic plans, cross-section sheets (including earthwork computations) and other detail sheets necessary to convey the intent of the design for the Scope of Services outlined herein.

The CONSULTANT shall submit design notes and computations to document the design conclusions reached during the development of the final construction plans.

The design notes and computations shall be recorded in 8-1/2" x 11" computation sheets, fully titled, numbered, dated, indexed, and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or otherwise reduced to 8-1/2" x 11" size. The data shall be bound for submittal to the County.

One copy of the appropriate design notes and computations shall be submitted to the COUNTY at each plan review stage. When the plans are submitted for final review, the design notes and computations, corrected for any COUNTY comments, shall be resubmitted. At the project completion, a final set of the design notes and computations shall be submitted with the record set of plans and tracings.

The design notes and calculations shall include, but not be limited to, the following data:

1. Design criteria used for this project.
2. Geometric design calculations for horizontal alignment that is not included in the quantity computation booklet.

3. Vertical geometry calculations with rationale for establishment of minimum pavement elevations with respect to seasonal high water elevations and base clearance requirements.
4. Drainage computations.
5. Earthwork calculations not included in the quantity computation booklet.
6. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
7. Calculations of quantities for all items set forth in the Bid Form.
8. Pavement design.

Each drawing of each submittal shall be signed by the appropriate Professional Engineer for the type of work depicted on the drawings. Each set of plans and each page of the design computations and quantity computation booklet shall be signed and checked by an appropriate design professional in accordance with the Florida Department of Transportation's Roadway Plan Preparation Manual. Each submittal called for below shall be delivered with a transmittal letter signed by the CONSULTANT's Project Manager stating that the submittal package is complete. Work may not proceed on the next submittal until written review comments from the COUNTY have been given to the CONSULTANT and appropriate modifications have been made by the CONSULTANT to the plans, designs, etc.

The CONSULTANT shall conduct project plan reviews with the COUNTY, as a minimum, at the Grades and Geometrics (30%), Basic Plan (60%), and Detail Plan (90%) stages. Each review shall be a verbal presentation supplemented with appropriate plans, displays or other visual aids. Plan development at the respective submittal stages shall conform to the following:

Task 6.01 Grades and Geometrics (30%)

The CONSULTANT shall submit to the COUNTY five (5) sets of prints for review purposes. The plans shall depict existing topographical features, existing right-of-way and easement lines and shall contain the following:

- a) Plan and Profile Sheets (1" = 40').
- b) Existing project cross-section sheets (100' intervals), Including cross sections at all roadway and drive intersections.
- c) Drainage maps depicting existing drainage areas, existing drainage structures, and existing flow patterns (1" = 100').

- d) Proposed typical section or sections.
- e) Proposed preliminary additional right-of-way.
- f) Proposed preliminary intersection geometry.
- g) Proposed preliminary vertical alignment.
- h) Proposed preliminary access management plan showing median openings and any potential driveway/access problems.
- i) Plan showing type, size, typical section, elevation and location of any proposed culvert structure(s).

The CONSULTANT shall submit an ORDER OF MAGNITUDE ESTIMATE of the cost of constructing the project.

Task 6.02 Basic Plans (60%)

The CONSULTANT shall submit to the COUNTY five (5) sets of prints and draft contract documents. The submittal shall reflect development of:

1. Design Cross Sections.
2. Storm Drainage System
3. Drainage Structures and Drainage Outfalls.
4. Draft Contract Documents.

5. Draft Maintenance of Traffic Plan.
6. Draft Construction Phasing Plan.
7. Reports and calculations required to document design decisions reached during development of plans.
8. Drafts of all Environmental Permits required by various permit agencies complete with required sketches, drawings and description.

The submittal shall include all drainage calculations, stormwater attenuation/detention requirements, storm sewer tabulation sheets, and a BUDGET ESTIMATE of the cost of constructing the project. All known utility conflicts shall be identified and the CONSULTANT shall notify affected utilities in accordance with Task 7.00, Utility Relocation Plan.

The draft bid documents shall be reviewed by the COUNTY's Project Sponsoring Department, Public Works, Legal Department and Division of Risk Management for compliance with the County's procurement policies and practices, insurance requirements and other regulations or requirements.

Task 6.03 Detail Plans (90%)

The CONSULTANT shall submit five (5) sets of prints and electronic file disks to the COUNTY for review. The plans shall be complete construction plans, including a plan for maintenance of traffic, construction phasing and utility adjustments with the exception that quantity computation booklet and summary of quantities of all items required for the construction of project and made a part of the final contract documents (Task 12.00) will not be included. Reports and calculations required to document design decisions reached during the development of plans shall be submitted along with the plans. A cost estimate will be included with the 90% submittal.

TASK 7.00 - UTILITY RELOCATION PLANS

The requirements of the various utility services shall be recognized and properly coordinated by the CONSULTANT during the project design. The CONSULTANT shall provide to the COUNTY such representation and technical assistance as may be necessary for coordination and/or negotiation with utility owners or other public agencies affected by the project. Utility adjustment plans shall be prepared on the roadway plans to show the proposed utility locations when adjustment is required. The required utility adjustments will be designed by each utility and provided by the affected utilities (water, sanitary sewer, power, gas, electrical, telephone, cablevision, etc.) on prints of roadway plans provided to the utility by the CONSULTANT after the basic plan review. The contract schedule (Exhibit "C") is based upon receipt of the relocation design from the utilities within 90 calendar days (or a time span negotiated with each Supplement) from submission of the roadway Basic Plans to the utilities for their use in showing their proposed adjustments. Copies of all correspondence to or from all utilities shall be supplied by the

CONSULTANT to the COUNTY. Work under this task shall include the following:

Task 7.01 Utility Notification

Upon completion of the Grades and Geometrics (30%) plans review, the Consultant will transmit a copy to the utility companies requesting their submittal of a marked-up plan of their existing facilities, either by as-builts or field location, along with their comments and proposed relocations relative to the proposed project.

Task 7.02 Utility Coordination

The CONSULTANT shall, by certified, return receipt requested mail, send Basic Roadway Plans (60%) to each utility for their review requesting them to return plans showing additions or corrections to existing facilities and their proposed relocations where adjustments are necessary.

Task 7.03 Final Utility Relocation Plans

Upon receipt of plans reviewed and signed off by the utilities within 90 calendar days (or a project-specific time frame) after written request is made, any additions and/or corrections will be made to the roadway plans. Utility adjustments provided by the utilities will be shown in the CONSULTANT's Detail Plans submittal. If no response is received by the CONSULTANT by an agreed upon time limit after submission to the utilities, the CONSULTANT shall so notify the COUNTY. The COUNTY shall then, by certified, return receipt requested mail notify said utilities that the future costs of relocation, delays or redesign necessitated by their failure to respond shall be borne solely by them. Copies of such letters shall be given to the CONSULTANT.

The 90% plan will show the existing and proposed location of the utilities provided to the Consultant by the utility company. The timing may be negotiated and is usually about 90 days.

TASK 8.00 RIGHT-OF-WAY MAPS

The CONSULTANT shall prepare the right-of-way maps according to Lee County standards. Proposed right-of-way lines and easement lines will be shown on the construction plans. Right of way maps shall be referenced to the State Plane Coordinate System, Florida West Zone, N.A.D. 1983, 1990 adjustment.

The COUNTY will provide all title abstracts and tax receipts to the CONSULTANT sufficient for use in preparing the right-of-way maps and legal descriptions. The COUNTY will provide copies of right-of-way maps in its possession. Plans will be submitted for review as follows:

Task 8.01 Preliminary Right-of-Way Maps

Five (5) sets of prints of right-of-way maps showing existing and/or maintained right-of-way and land ties shall be provided to the COUNTY for their review. The CONSULTANT shall identify necessary additional right-of-way, easements, or other land interests needed to construction and maintain the project and to meet requirements identified during the permitting agencies field review. Additional land requirements shall be shown and detailed by stationing and dimensioning on a reproducible copy of the right-of-way maps. These will include key maps (1" = 200') and details plans (1" = 40') and shall be provided to the COUNTY at the Grades and Geometrics Plans (30%) review stage. The 30% right-of-way maps shall also include the Mean High Water Survey and jurisdictional areas claimed by affected agencies.

Task 8.02 Final Right-of-Way Maps

One (1) set of prints for final right-of-way plans will be provided by the CONSULTANT on reproducible drafting film and also five (5) sets of prints, signed and sealed. Easements for grading outside the right-of-way to conform adjacent property to the proposed construction will be addressed as either necessary for construction or as desirable for aesthetics. These plans include key maps (1" = 200') detailed right-of-way maps (1" = 40') and a sheet with a listing of takings for right-of-way and required construction and drainage easements.

Final right-of-way maps for roadway, easements and drainage facilities shall be prepared and submitted by the CONSULTANT within thirty (30) calendar days of receipt of the Basic Plans (60%) submittal review comments from the County, including all legal descriptions and parcel sketches.

Task 8.03 Legal Descriptions and Surveys

Two (2) copies of the sketch and legal description of each taking, acquisition parcel and remainder required for right-of-way, drainage easement, construction easement, mitigation or combination thereof shall be provided by the CONSULTANT at an appropriate scale on 8 1/2 x 14 paper. The fee includes a one-time staking of the physical right-of-way taking when requested by the COUNTY for land acquisition or other purposes; the COUNTY will determine the timing.

Task 8.04 Right-of-Way Monumentation

- a) Monument and reference final right-of-way lines throughout project according to FDOT procedures.
- b) Assign coordinates to each right-of-way monument based on the state plane coordinate system and record on final right-of-way.

TASK 9.00 - SIGNALIZATION AND STREET LIGHTING PLANS

The CONSULTANT shall furnish design services and prepare a complete set of construction plans for the signalization and street lighting. Plans will be prepared in accordance with the Florida Department of Transportation Plans Preparation Manual, Lee County guidelines for development of signalization requirements, and criteria for Providing Illumination of Intersections and the American Association of State Highway and Transportation Officials "Guide to Roadway Lighting," and submitted for review as follows:

Task 9.01 Basic Plans

The CONSULTANT shall submit to the COUNTY five (5) sets of prints of the preliminary plans for review. Plans will include:

- a) Plan sheet showing poles, signal heads, controllers, loop locations, luminaries and appurtenances.
- b) Copies of intersection design volumes, recommended signal phasing, timing, illumination intensity and capacity analysis.
- c) Existing signal system interconnects and proposed signal interconnects, to include evaluation of all signals and proposed signals along the alignment with recommendations for interconnection and progression.

- d) The signal locations are as follows:

Homestead Road at Alabama Rd..
Homestead Road at Adams Ave

At the entrance to Lehigh Acres Veterans Park and Sunrise Blvd, the consultant shall evaluate signal warrants.

The signal poles shall be concrete spanwire with luminaries. The Consultant shall provide 1"=100' interconnect plans utilizing typical standard details for the pullbox and conduit locations. Detailed sheets will be provided at the intersections and at locations requiring further detail for the contractor i.e., utility adjustments.

- e) The Consultant shall perform before and after travel-time and delay studies of the Homestead Road arterial. These shall be conducted during the mid-day and pm peak hours with 6 runs in each direction during each period.

- f) Signal timings shall be prepared for the weekday a.m., mid-day, and p.m. peak periods for the peak and off-peak seasons. Timing plans shall be developed for the weekend traffic conditions based on the turning movement count and the 7-day count data.
- g) Lighting will be developed for the signalized intersections. Existing decorative lighting at the north end of the project will be replaced in kind unless otherwise directed by the Lehigh Acres Street Lighting MSBU.

These plans will be submitted with the Basic Plans 60% under Task 6.02.

Task 9.02 Detail Plans

The consultant shall submit to the COUNTY five (5) sets of prints of the final signal and street lighting plans with the Details Plans (90%) under Task 6.03 for review.

TASK 10.00 - SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall furnish design services and prepare construction plans for traffic signs and pavement markings for the entire project. Plans (4 sets) shall be submitted with the 60% and 90% review stages as with the final roadway plans.

TASK 11.00 - PERMITS

The CONSULTANT shall prepare permit applications, data and drawings required for submittal by the COUNTY to all local, state and federal agencies having permit jurisdiction including, but not limited to, the Lee County Department of Community Development, U.S. Army Corp. of Engineers, Florida Department of Environmental Protection, the E.P.A., and the South Florida Water Management District.

Drainage design shall include stormwater treatment and attenuation required to comply with rules of the Florida Department of Environmental Protection and the South Florida Water Management District (S.F.W.M.D.). The prerequisite stormwater permit applications shall be prepared in accordance with Chapter 17-25, REGULATION OF STORMWATER DISCHARGE, FLORIDA ADMINISTRATIVE CODE, and Chapters 40E-4 and 40E-40 of S.F.W.M.D. The COUNTY shall review the permit applications and shall have a representative at all conferences between the CONSULTANT and the permitting agency and shall be copied on all correspondence between the CONSULTANT and the permitting agencies.

The Coordination and Permitting process shall be as follows:

Task 11.01 Permit Application and Initial Meeting with Permitting Agencies

Permitting agencies shall be notified of the proposed project prior to submittal of Grades and Geometrics (30%) design. A meeting will be held with representatives of the agencies to review the proposed project in the field and to obtain their comments and areas of concern which shall be included in the Grades and Geometrics plans review with the COUNTY.

Task 11.02 Permit Applications

Permit application form including required design information and data shall be completed by the CONSULTANT thirty (30) calendar days prior to the Basic Plans (60%) review, and submitted to the COUNTY for its approval and appropriate signature. The CONSULTANT shall then submit the Permit Application to the appropriate agencies after COUNTY approval of the Basic Plans (60%). The CONSULTANT shall advise the COUNTY well in advance of the application as to the amount of the permit fee so as not to delay the submission.

Task 11.03 Permit Revisions

The CONSULTANT shall respond to agency review comments, revise applications and Basic Plans, final right-of-way plans including legal descriptions and parcel sketches and submit additional material required to support the proposed design if required, and coordinate with the COUNTY and permitting agencies to obtain approval of the permits. Such response shall be made within thirty (30) calendar days subsequent to the agency requests. Requirements of permitting agencies shall be incorporated into final contract documents including storm water treatment and attenuation as may be required.

TASK 12.00 - FINAL BIDDING AND CONTRACT DOCUMENTS

Once the final roadway plans and signalization, street lighting and signing and pavement marking plans or other plans have been approved by the COUNTY, a final set of bidding and contract documents will be prepared for the construction of the improvement. This task will include the following:

- Task 12.01 Final roadway plans, a quantity computation booklet and summary of quantities, and CONSTRUCTION COST ESTIMATE.
- Task 12.02 Final signalization, signing and marking plans, or other plans, summary of quantities and CONSTRUCTION COST ESTIMATE.
- Task 12.03 Special provisions and other appropriate contract documents for incorporating Florida Department of Transportation specifications, U.S. Army Corps. of Engineers, Department of Environmental Protection and South Florida Water Management District or D.O. permit requirements in the bid documents.
- Task 12.04 Complete bidding and contract documents ready for bid including all forms, general conditions, all approved permits and other material required by the Lee County Contract Manual, the Department of Public Works, Legal Department and Risk Management.

TASK 13.00 - ADVISORY SERVICES DURING BIDDING

After approval of construction plans and bidding documents by the COUNTY, the CONSULTANT shall perform the following services:

- Task 13.01 Attend and participate with the COUNTY in scheduling and presenting a Pre-Bid Conference.
- Task 13.02 Issue complete bidding and contract documents to all prospective bidders from the CONSULTANT's office or provide reproducible plans to the COUNTY, however it is negotiated. A non-refundable fee may be charged to the prospective bidder for this service to cover costs. This fee is subject to approval by the COUNTY.
- Task 13.03 Respond to Bidders' inquiries and prepare addenda for issuance by the COUNTY.
- Task 13.04 Evaluate the bids receiving by the COUNTY and the bidders and provide written recommendations to the COUNTY.

Task 13.05 Provide the COUNTY with a Unit Price Bid Tabulation including all bona fide bidders.

TASK 14.00 - POST-DESIGN SERVICES

During the construction phase, the CONSULTANT shall furnish professional services of Construction Contract Administration and/or Inspection Services.

Task 14.01 Pre-construction Conference & Site Visits

The CONSULTANT shall attend all preconstruction conferences as well as make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of CONTRACTOR(S) and to determine if work is proceeding in substantial accordance with the contract documents. On the basis of such on-site observations as the COUNTY's consultant, the CONSULTANT shall keep the COUNTY informed of the progress of the work and shall endeavor to protect the COUNTY against observed defects or deficiencies in the work or delays of the CONTRACTOR.

The CONSULTANT shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the CONTRACTOR(S) or the safety precautions and programs incident to the work of the CONTRACTOR(S). The CONSULTANT shall not be responsible for the failure of the CONTRACTOR(S) to perform the work in accordance with the contract documents.

Task 14.02 Change Orders/Interpretations

The CONSULTANT shall prepare Change Orders as required and as may be initiated or recommended by the COUNTY, the CONSULTANT or the CONTRACTOR(S). The CONSULTANT shall act as the COUNTY's CONSULTANT to require special inspection or testing of the work subject to the written approval of the COUNTY, act as initial interpreter of the requirements of the contract documents, and render evaluations of the acceptability of the work thereunder.

Task 14.03 Shop Drawings

Review, reject and/or approve shop drawings which each CONTRACTOR is required to submit, but only for conformance with the design concept of the project and compliance with the contract documents. Also determine the acceptability, subject to County approval, of substitute materials and equipment proposed by Contractors. All this work will be scheduled, transmitted and received by the COUNTY.

Task 14.04 Clarifications

The CONSULTANT will respond to requests of the COUNTY for necessary clarifications and interpretations of the contract documents. The compensation for the work in this paragraph is not intended to be applied as a remedy to any plan or document deficiencies that may become evident during the construction phase.

Task 14.05 Pay Requests

The CONSULTANT shall review payment requests submitted by the CONTRACTOR and determine the amount owed to the CONTRACTOR.

The CONSULTANT's recommendation for payment shall constitute a representation by the CONSULTANT to the COUNTY, based on the CONSULTANT's qualified design professional and on the CONSULTANT's review of the applications for payment and the accompanying data and schedules that the work has progressed to the point indicated; that to the best of the CONSULTANT's knowledge, information and belief, the quality of the work is in accordance with the Contract Bid Documents and that the CONTRACTOR is entitled to the amount of payment recommended.

However, by recommending any such payments, the CONSULTANT shall not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or quantity of the work beyond the responsibilities specifically assigned to the CONSULTANT in the project's supplement to the master contract.

Task 14.06 Full-time Inspections

The County may ask for full-time inspection services. In this task, the CONSULTANT shall, in addition to the services provided under Task 14.01, provide daily on-site inspection services to review the progress of the work.

Bound daily field inspection logs and reports in Lee County format shall be provided to the COUNTY on a monthly basis, noting observations on the character of the work, work progress, observed deficiencies, defects, delays and problems. The CONSULTANT shall provide a written report, submitted month, for work completed during the reporting period. The report shall recap the status of construction, whether ahead or behind the approved construction schedule, status of guarantees, warranties, review of material test results, need for contract modification, if necessary, and impact on project budget.

Alternatively, the CONSULTANT will provide qualified personnel of various ability to work directly under the supervision of the COUNTY's

Construction Administration staff. This will be determined on a project-by-project case. The credentials and experience of all such individuals must be reviewed and approved, and he/she may be personally interviewed.

Task 14.07 Materials Testing

The CONSULTANT shall work with the laboratory hired by the COUNTY for the performance of sampling and testing of component materials and completed work items in conformance with the Florida Department of Transportation Material Sampling, Testing and Reporting Guide in effect at the time the COUNTY approved this agreement, to the extent that will confirm that the materials and workmanship incorporated into the project is in substantial conformity with the requirements of the plans, specifications and contract documents.

Task 14.08 Final Inspection/Certifications

Participate in a pre-final inspection for the purpose of determining if the project is substantially complete, and participate with the COUNTY in the preparation of a written "punch list" of all incomplete, defective or deficient items.

Participate in a final inspection together with County and Contractor representatives to assure that all "punch list" items are completed and the work is indeed completed in accordance with all contract documents. Upon completion of the final inspection, certify, in writing to the COUNTY, that the work in place is acceptable, subject to any conditions therein expressed.

After satisfactory completion of the project, the CONSULTANT shall prepare certification and/or notification of the completion of construction to the satisfaction of any permitting agency requiring such a submittal.

Task 14.09 Record Drawings

Prepare record drawings delineating the dimensions, locations, elevations, etc. of all facilities as constructed. Provide the COUNTY with one set of reproducible Mylar drawings and three (3) sets of full size prints of the record drawings clearly marked "as built." In preparing these drawings, the CONSULTANT will revise the original contract drawings utilizing information provided by the COUNTY from the contractor who will upgrade "as built" information periodically as the construction effort progresses, and as supplemented by appropriate observation or survey work by the CONSULTANT.

CONTRACTOR to the COUNTY CONSULTANT to provide electronic disks. These record drawings shall not show any changes from the original plans, which do not exceed tolerances listed:

Elevation Greater than .0833 feet.
Horizontal Stationing Greater than 1.0 feet.
Distances Greater than 1.0 feet.
Structure dimensions Greater than .0833 feet.
Material Changes All.
Product Changes All.

Based on record drawing information furnished by the CONTRACTOR, the CONSULTANT shall prepare certification letters to permit agencies.

Date: January 26, 2007COMPENSATION AND METHOD OF PAYMENTFor: CN-06-17 HOMESTEAD ROAD FROM SUNRISE BOULEVARD TO ALABAMA ROAD WIDENING DESIGNSection 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.)
1.00	PUBLIC INVOLVEMENT PROGRAM	\$36,393.44	NTE	W.I.P.P.
2.00	ENGINEERING & LAND SURVEYS	\$193,585.29	NTE	W.I.P.P.
3.00	GEOTECHNICAL SERVICES	\$44,800.00	NTE	W.I.P.P.
4.00	ENVIRONMENTAL INVENTORY	\$35,070.32	NTE	W.I.P.P.
5.00	TRAFFIC DATA & GEOMETRICS	\$198,505.20	NTE	W.I.P.P.
6.00	ROADWAY PLANS	\$789,082.11	NTE	W.I.P.P.
7.00	UTILITY RELOCATION PLANS	\$45,516.79	NTE	W.I.P.P.
8.00	RIGHT-OF-WAY MAPS	\$86,763.12	NTE	W.I.P.P.
9.00	SIGNALIZATION AND LIGHTING	\$146,375.04	NTE	W.I.P.P.
10.00	SIGNING & PAVT MARKINGS	\$62,803.23	NTE	W.I.P.P.
11.00	PERMITS	\$45,019.34	NTE	W.I.P.P.
12.00	FINAL BID & CONTRACT DOCS	\$31,339.43	NTE	W.I.P.P.
13.00	ADVISORY SVCS DURING BID	\$10,446.48	NTE	W.I.P.P.
14.00	POST DESIGN SERVICES	\$24,872.56	NTE	W.I.P.P.
15.00	EXPENSES	\$120,661.26	LS	W.I.P.P.
TOTAL		\$1,871,233.61		

(Unless list is continued on next page)

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 January 26, 2007, 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 January 26, 2007, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

Date: January 26, 2007

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For CN-06-17 HOMESTEAD ROAD FROM SUNRISE BOULEVARD TO ALABAMA ROAD WIDENING DESIGN

CONSULTANT OR SUB-CONSULTANT NAME: **HDR Engineering, 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)
SENIOR ENGINEER	\$58.10	3.15	\$183.00
ENGINEER	\$39.05	3.15	\$123.00
DESIGNER	\$33.02	3.15	\$104.00
ENGINEERING TECHNICIAN	\$22.23	3.15	\$70.00

*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: January 26, 2007

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For CN-06-17 HOMESTEAD ROAD FROM SUNRISE BOULEVARD TO ALABAMA ROAD WIDENING DESIGN

CONSULTANT OR SUB-CONSULTANT NAME: **McKim & Creed, PA**
 (A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
SENIOR SURVEYOR & MAPPER	\$138.00	1.00	\$138.00
SURVEYOR & MAPPER	\$113.91	1.00	\$113.91
SURVEY CAD TECH	\$80.08	1.00	\$80.08
4-MAN CREW	\$166.88	1.00	\$166.88

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

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

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

Date: January 26, 2007

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For CN-06-17 HOMESTEAD ROAD FROM SUNRISE BOULEVARD TO ALABAMA ROAD WIDENING DESIGN

CONSULTANT OR SUB-CONSULTANT NAME: **Ardaman & Associates, Inc.**
 (A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
SENIOR PROJECT ENGINEER	\$127.00	1.00	\$127.00
PROJECT ENGINEER	\$110.00	1.00	\$110.00
GEOLOGIST/STAFF ENGINEER	\$82.00	1.00	\$82.00
SENIOR ENGINEERING TECHNICIAN	\$64.00	1.00	\$64.00
SENIOR TECHNICAL DRAFTSPERSON	\$49.00	1.00	\$49.00
TECHNICAL SECRETARY	\$42.00	1.00	\$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".

ATTACHMENT NO. 1 TO EXHIBIT BDate: January 26, 2007CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***For CN-06-17 HOMESTEAD ROAD FROM SUNRISE BOULEVARD TO ALABAMA ROAD WIDENING DESIGNCONSULTANT OR SUB-CONSULTANT NAME: Cella, Molnar & Associates, Inc.

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

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
PROJECT MANAGER	\$187.64	1.00	\$187.64
SENIOR PROFESSIONAL	\$146.40	1.00	\$146.40
PROFESSIONAL	\$115.24	1.00	\$115.24
PLANNER	\$78.44	1.00	\$78.44
TECHNICAL	\$75.40	1.00	\$75.40
CLERICAL	\$69.48	1.00	\$69.48

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

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

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

Date: January 26, 2007

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For CN-06-17 HOMESTEAD ROAD FROM SUNRISE BOULEVARD TO ALABAMA ROAD WIDENING DESIGN

CONSULTANT OR SUB-CONSULTANT NAME: Florida Transportation Engineering, 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	\$150.00	1.00	\$150.00
SENIOR ENGINEER	\$138.45	1.00	\$138.45
ENGINEER	\$90.00	1.00	\$90.00
ENGINEERING TECHNICIAN	\$60.00	1.00	\$60.00
CADD TECHNICIAN	\$75.00	1.00	\$75.00
FIELD SUPERVISOR	\$60.00	1.00	\$60.00
FIELD TECHNICIAN	\$45.00	1.00	\$45.00
GIS	\$75.00	1.00	\$75.00
CLERICAL	\$35.00	1.00	\$35.00

*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 D

Date:

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

for CN-06-17 HOMESTEAD ROAD FROM SUNRISE BOULEVARD TO ALABAMA ROAD WIDENING DESIGN

(Enter Project Name From Page 1 of This Agreement)

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

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

Service and/or work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority, Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
Design Survey and R/W Mapping	McKim & Creed, Inc. 6241 Arc Way Ft. Myers, FL 33912 Phone: 239/275-8875 Fax: 239/275-7029 Contact: Jason Hill, PSM, Project Manager		X		X	
Geotechnical Investigation	Ardaman & Associates, Inc 9907 Bavaria Rd. Ft. Myers, FL 33913 Phone: 239/768-6600 Fax: 239/768-0409 Contact: Gary A. Drew, PE Branch Manager/Vice President		X		X	
Public Involvement	Cella Molnar & Associates, Inc. 2125 First Street, Suite 201 Ft. Myers, FL 33901 Phone: 239/337-1071 Fax: 239/337-1076 Contact: Kris Cella, CEO	X		D/WBE	X	
Traffic Counts	Florida Transportation Engineering, Inc. 8250 Pascal Drive Punta Gorda, FL 33950 Phone: 941/639-2818 Fax: 941/639-4851 Contact: Ravi Devaguptapu, PE, PTOE President	X		DBE	X	

EXHIBIT E

Date: January 26, 2007

PROJECT GUIDELINES AND CRITERIA

for CN-06-17 HOMESTEAD ROAD FROM SUNRISE BOULEVARD TO ALABAMA ROAD
WIDENING DESIGN

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

TRUTH IN NEGOTIATION CERTIFICATE

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

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

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

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

HDR Engineering, Inc.

BY:

Larry D. Low
Larry D. Low

TITLE:

Senior Vice President

The foregoing instrument was signed and acknowledged before me this 26th day of January, 2007, by Larry D. Low who has produced is personally known to me as
(Print or Type Name) (Type of Identification and Number)

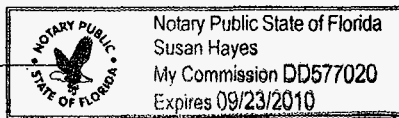
identification.

Susan Hayes

Notary Public Signature

Susan Hayes

Printed Name of Notary Public



Notary Commission Number/Expiration

CMO:

00/00/00

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

06/01/2007

DATE (MM/DD/YY)
01/10/2007

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City Mo 64112-1906
(816) 960-9000

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

INSURERS AFFORDING COVERAGE

INSURED
1013472 HDR ENGINEERING, INC.
8404 INDIAN HILLS DRIVE
OMAHA NE 68114-4049

INSURER A: ZURICH AMERICAN INS CO - O.P. KS
INSURER B: AMERICAN GUARANTEE & LIAB (ZURICH)
INSURER C: SENTRY INSURANCE A MUTUAL COMPANY
INSURER D: CONTINENTAL CAS (V.O. SCHINNERER)
INSURER E:

COVERAGES SA THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GLO3504583	06/01/2006	06/01/2007	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual Liab.				PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY	BAP3504584	06/01/2006	06/01/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
GARAGE LIABILITY		NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
<input type="checkbox"/> ANY AUTO					OTHER THAN EA ACC \$ XXXXXXXX
					AUTO ONLY: AGG \$ XXXXXXXX
B	EXCESS LIABILITY	AUC3808400 (EXCLUDES PROF. LIAB)	06/01/2006	06/01/2007	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM				\$ XXXXXXXX
	<input type="checkbox"/> RETENTION \$				\$ XXXXXXXX
					\$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	90-14910-01	06/01/2006	06/01/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		90-14910-02	06/01/2006	06/01/2007	E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	OTHER ARCHS & ENGS PROFESSIONAL LIABILITY	PLA113978408	06/01/2006	06/01/2007	PER CLAIM: \$1,000,000. AGG: \$1,000,000.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: CN-06-17 HOMESTEAD ROAD FROM SUNRISE BOULEVARD ROAD WIDENING DESIGN. LEE COUNTY BOARD OF COUNTY COMMISSIONERS IS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT ON GENERAL LIABILITY, AUTO AND EXCESS.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

2759225
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: CONTRACTS MANAGEMENT
1500 MONROE STREET, 4TH FLOOR
PO BOX 398
FORT MYERS FL 33902-0398

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