EXHIBIT F

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this 11th day of March, 2003, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and URS Corporation Southern, Tampa, Florida, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the professional Architecture and 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: Sanibel Bridge Toll Plaza Reconstruction (including a new administration building) and Cape Coral Bridge Toll Plaza Reconstruction
,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 in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", which EXHIBIT "A" is attached hereto and made a part of this Agreement.

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3-11-03

ARTICLE 2.00 - DEFINITIONS

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

2.01 COUNTY

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

2.02 CONSULTANT

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

2.03 PROFESSIONAL SERVICES

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

2.04 SUB-CONSULTANT

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

2.05 SUBCONTRACTOR

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

2.06 PROJECT

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

2.07 BASIC SERVICES

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

2.08 ADDITIONAL SERVICES

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

2.09 SUPPLEMENTAL AGREEMENT

The term SUPPLEMENTAL AGREEMENT shall refer to a written document executed by both parties to this Agreement setting forth and authorizing professional service tasks which were not set forth in and are supplemental to the Scope of Services contained in the initial Professional Services Agreement or other SUPPLEMENTAL AGREEMENTS issued thereto. The SUPPLEMENTAL AGREEMENT, which shall be executed on a Lee County standard form, shall set forth the authorized supplement(s) to the: Scope of the Professional Services tasks, work or materials to be performed or provided by the CONSULTANT; the compensation and method of payment; the schedule or time period for performance and completion; and the guidelines, criteria, or requirements pertaining thereto.

The amount of the change in contract compensation and time set forth in any and all Supplemental Agreements executed and issued under this Agreement shall be understood and agreed by both Parties to this Agreement to be fair, equitable, adequate and complete. The changed

compensation shall be understood and agreed to be the total of all costs associated with or impacted by the Supplemental Agreements including, but not limited to any and all direct costs, indirect costs and associated costs which may result from or be caused by the Supplemental Agreements, and shall be understood and agreed to include a fair, equitable and adequate adjustment to cover the CONSULTANT's general administrative and overhead costs and profit.

2.10 CHANGE ORDER

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

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

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

2.11 SUPPLEMENTAL TASK AUTHORIZATION

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

2.12 WORK ORDER

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

2.13 DEPARTMENT DIRECTOR

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

2.14 PROJECT MANAGER

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

2.15 LUMP SUM FEE(S)

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

2.16 NOT-TO-EXCEED FEE(S)

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

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

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

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

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

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

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

ARTICLE 3.00 - OBLIGATIONS OF THE CONSULTANT

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

3.01 LICENSES

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

3.02 PERSONNEL

(1) QUALIFIED PERSONNEL

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

(2) CONSULTANT'S PROJECT DIRECTOR

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

(3) REMOVAL OF PERSONNEL

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

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

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

3.04 STANDARDS OF PROFESSIONAL SERVICE

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

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) RESPONSIBILITY TO CORRECT

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

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

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

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

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

3.06 LIABILITY

(1) CONSULTANT TO HOLD COUNTY HARMLESS

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

3.07 NOT TO DIVULGE CERTAIN INFORMATION

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

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

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

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

3.09 RESPONSIBILITY FOR ESTIMATES

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

(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 Supplemental Agreement(s) or Change Order(s) or Supplemental Task Authorization(s) issued thereto, nor shall any such modifications conflict with established rules, regulations, requirements or professional standards pertaining to the design, specifications or drawings prepared by the CONSULTANT, nor shall such modifications adversely affect the safe use or operation of the constructed project.

(C) CONSTRUCTION COST ESTIMATE. (Continued)

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

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

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

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

3.10 PERMITS

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

3.11 ADDITIONAL SERVICES

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

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

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

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

3.12 TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

3.13 COMPLETION OF TASKS

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

3.14 AFFIRMATIVE ACTION BY CONSULTANT WHEN ENGAGING SUB-CONSULTANTS

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

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

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

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

ARTICLE 4.00 - OBLIGATIONS OF THE COUNTY

4.01 DESIGNATION OF PROJECT MANAGER

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

4.02 AVAILABILITY OF COUNTY INFORMATION

(1) PROJECT GUIDELINES AND CRITERIA

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

(2) COUNTY TO PROVIDE PERTINENT REFERENCE MATERIAL

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

4.03 AVAILABILITY OF COUNTY'S DESIGNATED REPRESENTATIVES

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

4.04 ACCESS TO COUNTY PROPERTY

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

ARTICLE 5.00 - COMPENSATION AND METHOD OF PAYMENT

5.01 BASIC SERVICES

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

5.02 ADDITIONAL SERVICES

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

5.03 METHOD OF PAYMENT

(1) MONTHLY STATEMENTS

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

(2) PAYMENT FOR SERVICES PERFORMED

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

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

(2) PAYMENT FOR SERVICES PERFORMED (Continued)

(B) The COUNTY shall pay the CONSULTANT for services performed for tasks set forth in Exhibits "A" and "B" on the basis of an invoice statement covering CONSULTANT'S Work-in-Progress expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages are subject to the review and approval of the COUNTY. The decision of the COUNTY shall be final as to the Work-in-Progress percentages paid. Payment by the COUNTY for tasks on a Work-in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the COUNTY of any such service or Work-in-Progress. The CONSULTANT shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in Exhibit "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The COUNTY reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(3) PAYMENT SCHEDULE

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

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

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

5.05 PAYMENT WHEN SERVICES ARE SUSPENDED

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

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

In the event the services required pursuant to this Agreement are terminated, eliminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of SUPPLEMENTAL AGREEMENT(S), SUPPLEMENTAL TASK AUTHORIZATION(S) and/or CHANGE ORDER(S), other than receiving the compensation set forth in Sub-Articles 5.04 and 5.05, the CONSULTANT shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, canceled or decreased.

ARTICLE 6.00 - TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

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

6.02 TIME OF PERFORMANCE

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

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

6.03 CONSULTANT WORK SCHEDULE

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

6.04 FAILURE TO PERFORM IN A TIMELY MANNER

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

ARTICLE 7.00 - SECURING AGREEMENT

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

ARTICLE 8.00 - CONFLICT OF INTEREST

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

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

ARTICLE 8.00 - CONFLICT OF INTEREST (Continued)

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

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

ARTICLE 9.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

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

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

ARTICLE 10.00 - APPLICABLE LAW

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

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

11.01 FOR PROJECTS WITH FUNDS APPROPRIATED FROM GENERAL LEE COUNTY REVENUES

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

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

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

ARTICLE 12.00 - WAIVER OF BREACH

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

ARTICLE 13.00 - INSURANCE

13.01 INSURANCE COVERAGE TO BE OBTAINED

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

(2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The CONSULTANT, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-Consultants and/or SubContractors obtain, have, and maintain the insurance coverages required by law to be provided.

(4) The CONSULTANT shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

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

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

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

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

Historic Resource / Parks & Recreation Facilities Archaeology	Archaeological Consultants Inc.
Public Involvement	Cella & Associates
Toll Equipment, Systems & Integration	Transcore

13.01 INSURANCE COVERAGE TO BE OBTAINED Continued

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

13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The CONSULTANT shall submit to PUBLIC WORKS ADMINISTRATION, CONTRACTS MANAGEMENT all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval the COUNTY will execute this Agreement and issue a written Notice to Proceed. The CONSULTANT may then commence with any service or work pursuant to the requirements of this Agreement.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.

(3) Each Certificate of Insurance submitted to the COUNTY shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.

(4) Each Certificate of Insurance shall be addressed to the Lee County Board of County Commissioners, Attention: Public Works Administration, Contracts Management, P O Box 398, Fort Myers, Florida 33902-0398.

(5) Each Certificate of Insurance shall specifically include all of the following:

(A) The name and type of policy and coverages provided; and

(B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and

(C) The date of expiration of coverage; and

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

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

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

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

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

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

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

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

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

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

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

13.03 - INSURANCE COVERAGES REQUIRED

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

(1) WORKERS' COMPENSATION

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

(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of $100,000 for each accident, whichever limit is greater.

(B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the COUNTY with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

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

(A) Minimum limits of $100,000 per occurrence and $300,000 aggregate for Bodily Injury Liability and a minimum limit of $100,000 for Property Damage Liability, or a minimum combined single limit of $300,000.

(2) COMMERCIAL GENERAL LIABILITY (Continued)

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(C) Such additional requirements as are set forth in Article 13.01 and 13.02 hereinabove.

(3) BUSINESS AUTOMOBILE LIABILITY

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

(A) Minimum limits of $100,000 per person and $300,000 per accident for Bodily Injury Liability and a minimum limit of $100,000 for Property Damage Liability, or a minimum combined single limit of $300,000.

(B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

(C) Such additional requirements as are set forth in Articles 13.01 and 13.02 hereinabove.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

(A) A minimum aggregate limit of $1,000,000.00.

(B) Such additional requirements as are set forth in Articles 13.01 and 13.02 hereinabove.

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

ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

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

ARTICLE 15.00 - REPRESENTATION OF THE COUNTY

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

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

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

ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS

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

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

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

ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS (Continued)

Any use by the COUNTY of said documents, and data and information contained therein, obtained by the COUNTY under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the risk of the COUNTY, and without liability to the CONSULTANT. The COUNTY shall be liable and agrees to be liable for and shall indemnify, defend and hold the CONSULTANT harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the COUNTY'S use of such documents in a manner contrary to the provisions set forth hereinabove. The COUNTY hereby acknowledges receipt of $10.00 (ten and no hundreds dollars) and other good and valuable consideration from the CONSULTANT which has been paid as specific consideration for the indemnification provided herein.

ARTICLE 17.00 - MAINTENANCE OF RECORDS

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

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

ARTICLE 18.00 - HEADINGS

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

ARTICLE 19.00 - ENTIRE AGREEMENT

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

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

ARTICLE 19.00 - ENTIRE AGREEMENT (Continued)

(1) EXHIBIT "A" entitled "Scope of Professional Services" dated July 5, 2002.

(2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated January 28, 2003.

(3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated January 20, 2003.

(4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)", dated January 20, 2003.

(5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated July 5, 2002.

(6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated January 31, 2003.

(7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

ARTICLE 20.00 - NOTICES AND ADDRESS OF RECORD

20.01 NOTICES BY CONSULTANT TO COUNTY

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

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

20.02 NOTICES BY COUNTY TO CONSULTANT

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

20.02 NOTICES BY COUNTY TO CONSULTANT (Continued)

URS Corporation Southern
(CONSULTANT'S Business Name)

7650 West Courtney Campbell Causeway
(Street/P.O. Box)

Tampa, Florida, 33607
(City) (State) (Zip Code)

Telephone Number: (813)286-1711
Fax Number: (813)287-8229

ATTENTION: Jamshid Raoofi, P.E.
Project Director

20.03 CHANGE OF ADDRESS OF RECORD

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

ARTICLE 21.00 - TERMINATION

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

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

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

ARTICLE 21.00 - TERMINATION (Continued)

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

21.01 CONSULTANT TO DELIVER MATERIAL

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

ARTICLE 22.00 - AMENDMENTS

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

ARTICLE 23.00 - MODIFICATIONS

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

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

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

ARTICLE 24.00 - ACCEPTANCE

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

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

ATTEST:
CLERK OF CIRCUIT COURT
Charlie Green, Clerk

BY: Michele G Cooper
Deputy Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: Ray Judah
CHAIRMAN

DATE: 3/11/03

APPROVED AS TO FORM

BY: Andrea R. Fraser
County Attorney's Office

ATTEST:

(Witness)

(Witness)

URS Corporation Southern

Tampa, Florida
(CONSULTANT)

BY: _____
(Authorized Signature)

Vice President
(Title)

DATE: _____

CORPORATE SEAL:

REV:10/28/93

EXHIBIT A

Date: 7/5/02

SCOPE OF PROFESSIONAL SERVICES

for

Sanibel bridge toll plaza reconstruction (including a new administration building) and Cape Coral bridge toll plaza reconstruction

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

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

The CONSULTANT shall conduct surveys, prepare an environmental impact summary, develop traffic data, final plans and specifications, coordinate all utility system adjustments, prepare cost estimates, bid documents, contract documents, all government permit applications which may be required from the U.S. Army Corp. of Engineers, the Florida Department of Environmental Protection, Florida Department of Transportation, the E.P.A., the South Florida Water Management District and Lee County Department of Community Development (Development Order) for the following roadway project:

The Scope of this project will encompass the reconstruction of Summerlin Rd. from 600' East of the Directional median opening directly east of the Sanibel Toll Plaza to the approach slab of Span "A" of the Sanibel Bridge to include the elevation and/or hardening of the roadway to withstand a category 3 hurricane storm surge. Additionally this project will include the reconstruction of the toll plaza itself as well as the administration building in a manner and location to be negotiated with the selected consultant.

The project will also consist of milling and resurfacing College parkway from the East end of the approach slab of the Cape Coral Bridge to the west end of the barrier wall on the McGregor overpass, as well as the reconstruction of the toll plaza itself.

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 Architecture Development
2.00 Engineering & Land Surveys
3.00 Geotechnical Services
~~4.00 Environmental Inventory and Impact Summary~~
5.00 Traffic Data
6.00 Roadway Plans
7.00 Utility Relocation Plans
9.00 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 Construction Contract Administration Support Services
15.00 Expenses – L.S.

TASK 1.00 – Archetecture Development

Phase I - 30% Design Development

After receipt of written authorization to proceed from the Department and based on the approvals and any authorized adjustments to the Project Scope, Project Schedule or Budget, the Design Professional shall prepare, submit and present for approval by the Department, Phase I (30%) documents, comprised of but not limited to the following:

b) Documents

- Architectural and Civil site and roadway plan(s) showing, in addition to site survey requirements, landscaping, drainage, water retention ponds, sewage disposal and water-supply system, chilled water supply and return piping and such physical features that may adversely affect or enhance the safety, health, welfare, visual environment, or comfort of the occupants.
- A statement on the site plan signed and dated by the Design Professional or his designated Sub-Consultant, identifying the number of existing trees, the number and size of required trees, and the number of proposed trees to be planted and other relevant features.
- Soil testing results including a copy of the Geotechnical Engineer's report on the site, and proposed method of treatment when unusual soil conditions or special foundation problems are indicated.

c) Drawing(s) to include as a minimum, the following deliverables:

- Floor plan drawn at an architectural scale that will allow the entire facility to be shown on one sheet, without breaklines, and which indicates project phasing as applicable to the Scope.

- Floor plans drawn at 1/8 inch or larger scale showing typical occupied spaces or special rooms with dimensions, sanitary facilities, stairs, elevators, identification of accessible areas for the disabled and other program requirements.
- Floor plans drawn at 1/4 inch or larger scale showing typical spaces or special rooms with dimensions, indicating door and window layouts and other relevant features.
- For alterations or additions to an existing facility: Indicate the connections and tie-ins to the existing facilities, including all existing spaces, exits, plumbing fixtures and locations and any proposed changes thereto. Distinguish between new and existing areas for renovation, remodeling, or an addition and show demolition plans of areas to be removed.
- Furniture and Equipment plans drawn at 1/4 inch or larger scale showing typical spaces or special rooms with dimensions, equipment and furnishing layouts and other relevant features.
- Reflected ceiling plans drawn at 1/4 inch or larger scale showing typical spaces or special rooms with dimensions, lighting equipment and ceiling panel layouts.
- Roof and miscellaneous plans to be drawn at 1/8 inch or larger scale showing dimensioned features penetrations, equipment and other relevant features.
- Plumbing fixture locations and fixture unit calculations, isometrics, one line diagram and riser details, schedule and other relevant features.
- All exterior building elevations to illustrate and indicate the scale, finish, size and detail of the facility.
- Sufficient building and wall sections to show dimensions, proposed construction material, and relationship of finished floor to finished grades.
- Preliminary Structural Drawings to include plans and sections indicating systems, connections and foundations.
- Mechanical Drawings to include ceiling plans with a single line duct layout, location of grease trap(s), LP gas tank location, natural gas piping to existing utilities. Provide narrative description to include a description of proposed HVAC system equipment including the chiller, pumps, AHUs, cooling tower, electric duct heaters and other relevant features.
- Electrical Drawings include plans with lighting layouts for outdoors and interior spaces, and a single-line diagram of the electrical distribution and electrical outlets for all spaces. Provide layout for energy management, computer networking and security systems, and show location of all the main components of the electrical system, transformers, panels, main switchboard, emergency generator, intercom console and fire alarm panel. Also show locations of mechanical equipment such as chillers, compressors and air handler units and their respective electrical connections and other relevant features.

- Equipment and Furnishing Schedules to indicate equipment that will be provided by the Contractor and those that will be provided by the Department or others.

d) Life-Safety plans to show exit strategy, rated doors, emergency wall openings, range and fume hoods, eye wash, emergency showers, ~~ramps, vertical lifts and other relevant features.~~

- By symbol, indicate fire extinguishers, fire alarm equipment, smoke vents, master valves and emergency disconnects, emergency lighting, emergency power equipment, fire sprinklers, exit signs, smoke and fire dampers, and other life-safety equipment relevant to the facility.
- By symbol, indicate connections and tie-ins to existing equipment.

e) For existing facilities where remodeled or renovated spaces are required and where an ADA and code conforming ramp cannot be utilized, document proposed vertical platform lifts or inclined wheelchair lifts and provide the following documents as part of or in addition to the required life safety plans:

- Floor plans of proposed vertical platform lifts including layout drawings showing corridor widths and exiting from the affected facility.
- Sketches of proposed inclined wheel chair lift to include layout drawings showing clear and affected areas of the following conditions stairway width in the folded and unfolded position, the upper and lower platform storage locations, and the means of egress from the affected areas of the facility.

f) Outline specifications:

- Organized to conform to the formats for outline specifications as established by the Construction Specifications Institute's current edition of Master Format on the date of execution of the Contract.
- Complete for Divisions 2 through 16 for finishes, material, and systems including civil, structural, HVAC, electrical, plumbing and specialty items, including fire sprinklers, alarm systems, electronic controls and computer networking components.

g) Other Requirements:

- Provide a Life-Cycle Cost Analysis (LCCA) for review and approval. LCCA shall be by a commercially available life-cycle cost analysis program and as required by the State of Florida and the Department.
- Deign to meet or exceed Florida Energy Efficiency Code for Building Construction (FEEC). Submit completed FEEC forms, including calculations for mechanical systems, documenting energy efficiency ratio rating of HVAC equipment, electrical systems, insulation, and

- building envelope shall be submitted to the Department for review and approval.
- The Design Professional shall advise the Department of any adjustments to the budget and shall submit a fully detailed Phase I estimate of probable construction cost, projected to the expected time of bid and containing sufficient detail to provide information necessary to evaluate compliance with the Construction Budget set for this project. Format estimate and provide detail matching the organization and content of the project's Outline Specifications complete for Divisions 2 through 16.
- Provide an updated Project Development Schedule reflecting development and anticipated schedules for all subsequent project activities.
- A letter indicating, the extent of any known or suspected asbestos containing materials or other potentially hazardous materials which might require mitigation by the Owner prior to or during construction of the Project. Establish and confirm responsibility for removing the asbestos or other hazardous materials in the design development documents and coordinate with Project Development Schedule, Statement of Probable Construction Cost and other documentation.
- Preliminary color boards to review two color selection schemes.

h) Staff from each of the Design Professional's major technical disciplines, and Sub-Consultants shall attend coordination, review and presentation meetings with the Owner to explain the design concept and technical resolution of their respective building or site systems.

i) The Design Professional shall submit five (5) sets of all documents required under this phase without additional charge, for approval by the Owner. The Design Professional shall not proceed with the next phase until the completion of all required presentations and reports and receipt of a written Authorization to Proceed with the next phase.

Phase II – 60% Documents:

After written Authorization to Proceed from Department and based on the approved Phase I documents-and any adjustments in the scope or quality of the project or in the Fixed Limit of Construction Cost authorized by Department, the Design Professional shall prepare for approval by Department, Phase II (60% Construction) Documents setting forth in detail the requirements for the construction of the Project: The Design Professional is responsible for the full compliance of the design with all applicable codes. Phase II documents comprised of but not limited to the following:

j) Documents

- Updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms.
- Calculations: Provide preliminary calculations for structural, mechanical and electrical systems.

k) Drawings

Site Plan(s) and detailing which, in addition to the Phase I requirements, indicate the following:

- Spot elevations, based on the civil grading plan, for the perimeter of the new construction, sidewalk, or any other areas pertinent to the drainage of rainwater.
- Location of storm water service for new construction roof drainage.
- Parking lot lighting poles, location and type.
- Final location for manholes, handholds, pull boxes.
- Layout of underground distribution systems (normal power emergency power, fire alarm, master clock, intercommunication, television, telephone, security, control and spares).
- Locations of all site improvements, playground and equipment, street furniture, planters and other features.
- Details of all curbing, typical parking spaces (regular and handicap accessible), handicap ramps, directional signage, site lighting, flagpole and fence foundations, and any other site conditions pertinent to the scope of work.

l) A plan to delineate, staging, areas, site barriers, and other area designations to control the public from construction activities and traffic.

m) Landscape plazas and detail including, a plant list clearly noted and cross-referenced in accordance with Lee County standards, details for shrub and tree plantings, identification of plants and trees to remain, be removed or relocated, and other necessary documentation.

n) Irrigation plans and details delineating the entire area of the project, and addressing necessary connections, alteration, repair or replacement of any existing irrigation.

o) Floor plans to include the following:

- All dimensions and any cross references explaining the extent of work, wall types, or other component, assembly or direction regarding the Construction.
- Wall chases, floor drains and rainwater leaders.
- Show structural tie columns and coordinate with the floor plan.
- Cross referenced interior elevations.
- Delineate and note all built-in cabinetry or equipment.
- Identify room and door numbers with all doors having individual numbers.

p) Demolition Plans: Indicate required demolition activities.

- Provide separate demolition plan(s) and other drawings (elevations, sections, etc.) if the scope of work includes demolition which is too excessive to indicate in drawings depicting new construction.
- Indicate notes on the extent of the demolition: address dimensions at locations where partial walls are being removed or altered, existing room names and numbers, existing partitions, equipment, plumbing, HVAC or electrical elements,
- Include notes dealing with protection of existing areas as a result of demolition.
- Delineate any modifications to existing buildings involving structural elements within the structural documents rather than on the architectural.

q) Building elevations developed further than at Phase II and including delineation of building joints (including dimensionally located stucco control joints), material locations, elevation height, and other building features.

r) Building and wall sections to establish vertical controls and construction types. Include clear graphic, and notes on construction assemblies and systems to be used, dimensions, heights. Provide, associated detailing to delineate solutions for difficult connections.

s) Reflected ceiling plans to indicate ceiling types, heights, light fixture types, mechanical diffuser and return location, and sprinkler heads if area is sprinklered. Delineate and detail any dropped soffits or joint conditions between different materials. Coordinate with architectural, electrical, mechanical and plumbing disciplines.

t) Roof Plans

- Indicate all roof penetrations, including drains, scuppers, exhaust fans any other equipment on the roof. Show direction of roof slopes with elevations at the high and low points, type of roofing system to be used, expansion joints, typical parapet and flashing details.
- Provide dimensions to locate all penetrations, and cross-reference details.

u) Large scale building details as appropriate to this level of document development and as required to establish vertical controls for the Project, Include clear graphics, and notes on construction assemblies and systems to be used, dimensions heights. Provide associated detailing to delineate solutions for difficult connections.

v) Interior elevations of all rooms including cross references of cabinetry details, dimensions and heights, notes indicating type of equipment (and whether equipment is in or out of contract), wall materials, finishes, and classroom equipment and accessories.

w) Details of casework as necessary to appropriately delineate custom or pre-manufactured casework. Provide appropriate schedules referencing manufacturer's numbers or catalogs, finishes, hardware and other construction characteristics.

x) Details of the following:

- Door jamb, head and sill conditions.
- Wall and partition types.
- Window head, sill and jamb conditions, and anchorage methods shown, in lieu of referencing to manufacturer's standards.
- Interior signage to include classroom and building identification, emergency exiting and equipment signs, and any other items pertinent to the identification of the project. Coordinate with electrical discipline.
- Interior and exterior expansion control connections.
- Any other specialized items necessary to clearly express the intent of the project design.

y) Room finishes and door schedules coordinated with the floor plans, developed to 60% completion

z) Structural foundation and framing plans, with associated diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

aa) Mechanical Drawings

- Provide double line ductwork layout and HVAC equipment layout drawings with related diagrams and schematic diagrams, schedules,. notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
- Provide plumbing equipment, and fixture drawings with related diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
- Provide dimensioned 1/2 inch scale plans, elevations and sections of the mechanical rooms showing service, clearance, room openings, nominal equipment size, ceiling height, duct clearance between bottom of joist and top of ceiling and any ceiling mounted lighting fixtures, electrical equipment or other building assembly or component, etc.

bb) Electrical: Provide drawings for the following systems:

- Lighting including, circuiting and luminaire identification and switching. Also provide illuminance computer print out for all indoor typical indoor spaces and parking lots.
- Convenience outlets and circuiting, special outlets and circuiting, and power systems and equipment. Provide riser diagrams for all ~~electrical systems including master clock, intercom, fire alarm, ITV,~~ computer networking/telephone. Also, provide for emergency and normal power distribution. Provide light fixture schedule.
- Panel schedule may be in preliminary form but circuitry must be included.
- Applicable installation details.
- General legend and list of abbreviations.
- Voltage drop computations for all main feeders.
- Short circuit analysis
- Provide 1/2" scale floor plan and wall elevations for all electrical rooms.
- Indicate surge protector for main switchboard and electrical panels.

cc) Specifications

- Provide preliminary Project Manual including front-end documents. Completion of fill-in items in Bidding documents and other "Division 0"documents is not required.
- Provide a preliminary Division 1 based upon the standard documents provided by the Owner and edited by the Design Professional after consultation with the Owner to establish project specific requirements.
- Include progress set of all other Sections in Divisions 2-16 with each section developed to demonstrate to the Owner an understanding of the project and an appropriate level of developmental progress comparable to that of the drawings.
- Specification sections shall be organized to follow the Construction Specification Institute's (CSI) current edition of Master Format with each section developed to include CSI's standard 3-part section and page formats with full paragraph numbering.

dd) An updated Project Development Schedule, formatted as a preliminary construction schedule reflecting continued Project development and illustrating anticipated schedules for all subsequent project activities including permitting and submittal coordination with all agencies having jurisdiction on the Project, project phasing, site, mobilization, temporary facilities, general construction sequencing, anticipated substantial completion dates, Department occupancy, and all other significant Project events.

ee) Colorboards illustrating color selections, finishes, textures and aesthetic qualities for all finish materials for final review and approval by the

Department, and to establish a final palette of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the Contract Documents.

ff) A letter from the Design Professional and each of the major technical disciplines and any necessary Sub-Consultants or explaining how each previous comment concerning the project has been addressed or corrected.

gg) Staff from each of the Design Professional's major technical disciplines, and Sub-Consultants shall attend coordination, review and presentation meetings with the Owner to explain the design concept and technical resolution of their respective building or site systems.

hh) The Design Professional shall submit five (5) sets of all documents required under this phase without additional charge, for approval by the Owner. The Design Professional shall not proceed with the next phase until the completion of all required presentations and reports and receipt of a written Authorization to Proceed with the next phase.

Phase III - 100% Construction Documents Submittal:

After written Authorization to Proceed from Department and based on the approved Phase II documents and any adjustments in the scope or quality of the project or in the Fixed Limit of Construction Cost authorized by Department, the Design Professional shall prepare for approval by Department, Phase III (100% Construction) Documents setting forth in detail the requirements for the construction of the Project: The Design Professional is responsible for the full compliance of the design with all applicable codes. Phase III documents, comprised of but not limited to the following:

a) General Requirements

- Updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit five (5) copies signed and sealed by a State of Florida registered design professional.
- Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by the Project Consultant and respective Sub-Consultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the architect or engineer of record as follows: "To the best of my knowledge and belief these drawings, and the project manual are complete, and comply with the Department of Transportation Requirements".
- Submit engineering calculations for mechanical, electrical, and structural systems in a separately bound manual.

ii Drawings

The drawings shall include, all previous phase review requirements and the Phase III, 100% document requirements specified above, along with the following:

- Site plans including, but not limited to, area location map, legal description of property, demolition, excavation, utilities, finish grading, landscaping, mechanical, electrical, civil/structural, and architectural site plans:
- Drawings include at a minimum, the following:
- Key sheets including a table of contents and statement of compliance by the design professional. Each discipline shall have a list of abbreviations, schedule of material indications, and schedule of notations and symbols at the beginning of their section of the plans.
- Architectural drawings including floor plans, door, window and finish schedules, roof plans, elevations, sections, and details.
- Civil/Structural drawings including paving, traffic loops, service drives, parking; drainage; foundation plans; floor plans; roof plans; structural plans; sections; details; and, pipe, culvert, beam and column schedules.
- Mechanical drawings including floor plans; sections; details; riser diagrams; kitchen exhaust hoods; and, equipment, fan, and fixture schedules.
- Electrical drawings including floor plans; sections; details; riser diagrams, and fixture and panel schedules.
- The drawings should indicate that the approved mechanical/electrical systems, from the previous phases FEEC/LCCA analysis, have been incorporated into the documents.

i. Staff from each of the Design Professional's major technical disciplines, and Sub-Consultants shall attend coordination, review and presentation meetings with the Owner to explain the design concept and technical resolution of their respective building or site systems.

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

Develop and maintain a mailing list of elected and appointed officials in the local area, permit and review agencies, property owners, and any other interested parties.

Prepare a written narrative suitable for hand-out at the Public Information meeting and for general information. The narrative shall address the following topics.

i) Description of the Proposed Project.
ii) Description of proposed maintenance of traffic.

iii. The Design Professional shall submit five (5) sets of all documents required under this phase without additional charge, for approval by the Owner. The Design Professional shall not proceed with the next phase until the completion of all required presentations and reports and receipt of a written Authorization to Proceed with the next phase.

Phase IV Final Construction Documents Submittal:

After written Authorization to Proceed from Department and based on the approved Phase III documents and any adjustments in the scope or quality of the project or in the Fixed Limit of Construction Cost authorized by Department, the Design Professional shall prepare for approval by Department, Phase IV (Final Construction) Documents setting forth in detail the requirements for the construction of the Project: The Design Professional is responsible for the full compliance of the design with all applicable codes. Phase IV documents, comprised of but not limited to the following:

iv. General Requirements.

- This submittal is the official record set and shall be the bid documents.
- Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by the Project Consultant and respective Sub-Consultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the architect or engineer of record as follows: "To the best of my knowledge and belief these drawings, and the project manual are complete, and comply with the Department of Transportation Requirements".
- Submit engineering calculations for mechanical, electrical, and structural systems in a separately bound manual.

v. Drawings

The drawings shall include, all previous phase review requirements and the Phase IV, final document requirements specified above, along with the following:

- Site plans including, but not limited to, area location map, legal description of property, demolition, excavation, utilities, finish grading, landscaping, mechanical, electrical, civil/structural, and architectural site plans:
- Drawings include at a minimum, the following:

-
- Key sheets including a table of contents and statement of compliance by the design professional. Each discipline shall have a list of abbreviations, schedule of material indications, and schedule of notations and symbols at the beginning of their section of the plans.
- Architectural drawings including floor plans, door, window and finish schedules, roof plans, elevations, sections, and details.
- Civil/Structural drawings including paving, traffic loops, service drives, parking; drainage; foundation plans; floor plans; roof plans; structural plans; sections; details; and, pipe, culvert, beam and column schedules.
- Mechanical drawings including floor plans; sections; details; riser diagrams; kitchen exhaust hoods; and, equipment, fan, and fixture schedules.
- Electrical drawings including floor plans; sections; details; riser diagrams, and fixture and panel schedules.
- The drawings should indicate that the approved mechanical/electrical systems, from the previous phases FEEC/LCCA analysis, have been incorporated into the documents.

vi. Upon completion of the Final Construction Documents, the Design Professional shall submit to the Owner five (5) copies of the Drawings, Specifications, reports, programs, a final up dated Project Development Schedule, a final up-dated Statement of Probable Construction Cost and such other documents as reasonably required by Owner.

vii. All documents for this phase shall be provided in both hard copy and in electronic media. The Department will approve Phase IV documents for submission to the Department for review and approval.

TASK 2.00 - ENGINEERING AND LAND SURVEYS

The CONSULTANT shall perform engineering, land survey, and aerial photography services necessary for the subject project as outlined; reference all centerline survey control points; establish the bench line on NGVD (1929) 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 2IHH-6, Florida Statute 472.027; measurements of regular roadway cross-sections may be recorded on electronic data

collection equipment.

Task 2.01 Roadway Survey

Provide engineering and land surveys necessary to establish the roadway alignment 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 and in accordance with the master drainage plan/storm run-off treatment areas.

Task 2.02 Underground Utilities

Field locate existing underground utilities, 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 or the consultant.

Task 2.03 Jurisdictional Wetlands Survey

After jurisdictional wetland lines have been flagged and verified by the agencies, the jurisdictional line will be surveyed.

Task 2.04 Planimetric

The Consultant shall provide planimetrics of the project area sufficient to define topographical (three dimensional) details along the proposed roadway for the width of the right of way and adjacent county owned property.

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. A report shall be prepared with recommendations, and pertinent soils data, including the water table, and shall be submitted to the COUNTY for its record.

Task 3.01 Soil Borings and Laboratory Testing

a) Soil Auger Borings shall be obtained on a 200' grid over the project area not paved. Auger Borings shall be minimum of 5 feet deep with soil classifications. All auger borings are to stop if rock is encountered.

b) In areas where unsuitable material, such as muck, is found, borings shall be taken at each station every 25 feet across the

entire width of the proposed right-of-way to determine the extent of the unsuitable stratum.

c) A minimum of two deep test borings complete with soil classifications and blow counts will be obtained within the construction limits of the structures.

d) Laboratory testing, sufficient to enable a Geotechnical Engineer ~~registered in the State of Florida, to analyze subsurface soil~~ conditions and make design recommendations, shall be performed. Such tests may include, but shall not be limited to, grain size analysis, Atterberg limits, organic content, etc.

Task 3.02 Reports

Prepare a report summarizing the findings and provide recommendations or roadway and bridge foundation design.

TASK 4.00 - ENVIRONMENTAL INVENTORY

The CONSULTANT shall furnish a report summarizing the impact of the project on Hydrology, Vegetation, Wildlife, Wetlands, Floodplains or Riverine Areas, Land Use, Parks and Recreation areas 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.

Task 4.02 Vegetation

a) A listing of vegetation found within the project limits.

b) An aerial map of the vegetation associations.

Task 4.03 Wildlife

a) An inventory of wildlife found within the project limits as well as the habitat type and species associated with that habitat and an assessment of potential impacts both direct and secondary.

Task 4.04 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

b) A description of the impact on wetland by the project and mitigation requirements to offset adverse impacts.

Task 4.05 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 4.06 Land Use

a) A description of any variances that may be required from provisions of the Lee County Comprehensive Plan.

Task 4.07 Historic Resources/Parks and Recreation Facilities

a) A description of Historic Resources and any 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 4.08 Archaeology

a) An aerial map showing the location of any archaeological sites that are within or adjacent to the project limits.

b) A description of the archaeological site(s), any adverse impacts created by the project and mitigation requirements to offset the adverse impacts.

TASK 5.00 - TRAFFIC DATA AND GEOMETRIC CONCEPTS

The CONSULTANT shall obtain and develop the traffic data needed to design the project from data available from the COUNTY (existing lane volumes - most current Annual Average Daily Traffic (AADT) supplemented by hourly machine counts over a 24-hour period and/or manual counts as required. The CONSULTANT shall:

Task 5.01 Establish Lane assignments - With consideration of available right-of-way, in accordance with design and safety criteria.

Task 5.02 Establish at-grade geometry for the project.

TASK 6.00 - ROADWAY PLANS

The Consultant shall furnish design services necessary to perform project design and prepare roadway and culvert construction plans and specifications 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.

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. 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).

c) Drainage maps depicting existing drainage areas, existing drainage structures, and existing flow patterns (1" = 200').

d) Proposed typical section or sections.

e) Proposed preliminary horizontal geometry.

f) Proposed preliminary vertical alignment.

g) Plan showing type, size, typical section, elevation and location of any proposed culvert(s).

The CONSULTANT shall submit an ORDER OF MAGNITUDE ESTIMATE of the cost of constructing the project. No design notes are required for this submittal.

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:

a. Design Cross Sections.

b. Storm Drainage System

c. Drainage Structures and Drainage Outfalls.

d. Draft Contract Documents.

e. Draft Maintenance of Traffic Plan.

f. Draft Construction Phasing Plan.

g. Reports and calculations required to document design decisions reached during development of plans.

h. 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 to the COUNTY for review. The plans shall be complete construction plans, including a plan for maintenance of traffic, construction phasing and utility adjustments, 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. Reports and calculations required to document design decisions reached during the development of plans shall be submitted along with the plans.

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 and bridge 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 and bridge 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 and bridge 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 transit a copy to the utility companies requesting their submittal of a marked-up plan of their existing facilities, by 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 and bridge 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.

TASK 9.00 - LIGHTING PLANS

The CONSULTANT shall furnish design services and prepare a complete set of

construction plans for the lighting of the project. Plans will be prepared in accordance with the Florida Department of Transportation Plans Preparation Manual, criteria for Providing Illumination of Toll Facilities 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, luminaries and appurtenances.

b) Copies of illumination intensity and capacity analysis.

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

Task 9.02 Detail Plans

The consultant shall submit to the COUNTY five (5) sets of prints of the final 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 (5 sets) shall be submitted with the 60% and 90% review stages as with the final roadway plans in accordance with the Florida Department of Transportation Roadway and Traffic Design Standards for review.

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., the South Florida Water Management District and Florida Department of Transportation.

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 an 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, 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 and bridge 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 and bridge 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. Provide the COUNTY with six (6) sets of complete bidding and contract documents for its use.

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 received by the COUNTY and provide written recommendations to the COUNTY.

Task 14.00 Construction Contract Administrative Support Services

14.01 Pre-Construction Conference: The CONSULTANT shall coordinate with the Construction Manager to conduct a pre-construction conference in a timely manner consistent with awarding of sub-contracts.

14.02 Construction Progress Meetings: The CONSULTANT shall attend Construction Progress meetings on a weekly basis during the construction period. The CONSULTANT shall coordinate with the Construction Manager to record the meeting activities and issue detailed minutes to all interested parties. Included in the progress meeting will be a tour of the site for the purpose of evaluating the work progress and solving problems associated with the construction.

14.03 Site Visits: In addition to the weekly meetings, the CONSULTANT shall make site visits to provide construction observations, determine if the construction is proceeding in substantial accordance with the contract documents, assist in solving problems that may arise concerning the installation of the improvements on the construction plans, and endeavor to guard the COUNTY against defects and deficiencies in work or delays of the Construction Manager.

Written reports will be submitted to the COUNTY within four (4) working days after each site visit which shall occur on a weekly average during the active construction period by the CONSULTANT.

The CONSULTANT will not be responsible for the construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the work and will not be responsible for the Construction

Manager's failure to carry out the work in accordance with the contract documents.

14.04 Shop Drawings/Change Orders: The CONSULTANT shall review and take appropriate action on shop drawings, requests for substitution and change orders supplied by the Construction Manager or COUNTY only for conformance with the design concept of the project and with the information and requirements set forth in the contract documents. This task shall include preparation of change orders on forms supplied by the COUNTY.

14.05 Required Tests: The CONSULTANT shall prepare and submit to the COUNTY a list of required tests, review and monitor testing laboratory reports and make recommendations to the COUNTY as appropriate based on the test reports.

14.06 Inspection with COUNTY: The CONSULTANT shall conduct an inspection with the COUNTY after substantial completion of the project, issue recommendations in writing to the COUNTY regarding acceptability of the substantially completed facility and prepare a list of items ("punch list") for correction or completion.

14.07 Final Inspection with COUNTY: The CONSULTANT shall conduct a final inspection with the COUNTY to verify that the "punch list" items are satisfactorily completed, and if appropriate, issue a certification of completion, which recommends final payment. Prepare and submit a letter of substantial compliance with the Lee County Building Department to the Lee County Department of Construction and Design.

14.08 Project Close-Out: The CONSULTANT shall receive and review for completeness as-built information from the Construction Manger and submit to the COUNTY a complete set of reproducible (Mylar/sepia) record drawings. A copy of the complete record drawings shall be submitted on 3.5" diskette(s) on AutoCAD Release 13. Provide certifications to regulatory agencies as required by permits.

SECTION PUBLIC INFORMATION MEETINGS

A. Coordination Meeting with Local Officials

Meetings shall be held with the City of Sanibel. Fort Myers and Cape Coral City Councils to present the toll plaza (re) designs alternatives. After architectural alternatives have been selected by the City Councils, a Public Information Meeting will be scheduled to take input on the alternatives. The results of the public meeting will then be presented to Lee County Management and Planning for their consideration.

B. Public Information Meeting:

The CONSULTANT shall provide all support necessary for the DEPARTMENT to hold one (1) Public Information meeting. The Public Information meeting will be held to receive input on the toll plaza design alternatives selected by the City Councils

1. The CONSULTANT shall prepare and/or provide:

    a. Agenda for the meetings
    b. Provide three (3) sets of the renderings of the toll plaza alternatives for information purposes
    c. Letters for notification of elected and appointed officials
    d. Letters for notification to impacted residences/tenants/owners
    e. News releases prior to the meeting
    f. Graphics and displays

2. The purpose of the meeting is to solicit public input to develop a consensus on the architectural elements of the Plazas.

    This meeting will be advertised and conducted by the CONSULTANT as an information meeting. Any press release will be sent out by the CONSULTANT and will indicate the meeting is a DEPARTMENT activity.

Both the CONSULTANT'S and DEPARTMENT'S responsibilities are specified for meetings as follows:

a. A copy of the agenda including the project number, date, meeting place, and items to be addressed shall be submitted to the Design Project Manager, the DEPARTMENT'S Public Information Director, and incorporated into the project Community Awareness Plan (CAP).

b. All media releases and general (mass) public announcements for property owners and business operators will be prepared by the CONSULTANT and reviewed by the DEPARTMENT'S Public Information Director and the Design Project Manager.

c. Notification will be made to elected and appointed officials by personal letter. The CONSULTANT will prepare the letter for signature by the DEPARTMENT'S Director. The CONSULTANT will mail the letter no less than 15 days before the meeting. Letters shall be on DEPARTMENT letterhead.

d. Property Owner/Business Operator Notification - An announcement, prepared by the CONSULTANT, will be written and sent no less than 10 days before the meeting to all property owners/business operators whose property or business lies adjacent to the project limits. The CONSULTANT will pay for the postage.

e. News releases will be prepared by the CONSULTANT and shall be published during the week of the Public Information Meetings. Newspaper ads will be published seven (7) days in advance of the meetings. The CONSULTANT shall pay for the ad.

f. The CONSULTANT shall conduct the meeting. The CONSULTANT will provide an overview/description of the type work to be done, impacts to the businesses, and the Maintenance of Traffic Scheme. The public will then have the opportunity to ask questions.

g. The CONSULTANT shall provide three (3) sets of alternative plans. The meeting will require a knowledgeable CONSULTANT staff to answer questions that may arise.

h. The CONSULTANT shall coordinate all activities listed and actions to be taken with the DEPARTMENT'S Public Information Director and the Project Manager.

C. Public Involvement Data Collection

The CONSULTANT will collect the following data:

a. Mailing List Preparation: The CONSULTANT will prepare a mailing list of businesses, public officials, institutions and other interested parties early in the design process. Media to be used for news releases and advertisements will be identified and placed on the list. The mailing list will be submitted to the DEPARTMENT for review or approval.

a. Elected and appointed officials (city, state, federal, county) and community leaders in the area will be identified and placed on the mailing list of officials and interested parties. This will include as applicable (but not limited to):

- Any affected or possibly affected parties
- Elected and appointed officials in the area (City, County, State)
- Possible permit and review agencies
- Media in the project area (to be used for news releases, advertisements or any concerns)
- Any person or institution expressing an interest in the project

The CONSULTANT shall be responsible for determining the appropriate meeting site. The site shall meet ADA standards.

Room size will be based on the number of mail outs. The proposed meeting site shall be presented to the DEPARTMENT for approval prior to the CONSULTANT negotiating use of site.

c. The collection of public input occurs throughout the life of the project and requires maintaining of files, newspaper clippings, and letters. In addition to collecting public input data, the CONSULTANT shall assist the COUNTY in preparing responses to any public inquiries as a result of the Public Involvement Process.

D. Newsletter

The CONSULTANT shall prepare one (2) newsletters during the course of the design. The newsletters will be mailed by the CONSULTANT to elected officials, property owners, businesses and interested persons included on a mailing list compiled by the CONSULTANT. The first newsletter will announce the Public Information Meeting. The second newsletter will reveal the selected design alternatives for the Sanibel and Cape Coral toll plazas. COUNTY review prior to mailing is required.

E. Correspondence

Within three (3) days of the receipt or mailing of all written correspondence between the CONSULTANT and any party pertaining specifically to this project, copies shall be provided to the COUNTY for their records.

F. Unscheduled Meetings and Presentations

The CONSULTANT shall attend a Notice-To-Proceed Meeting with COUNTY representatives, where relevant project information will be provided by the COUNTY, along with procedures for administering the contract. The CONSULTANT and his staff shall also be available with no more than a five (5) workday notice 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 provide maps, press releases, advertisements, audiovisual displays and similar material for such meetings. No more than six such meetings are anticipated. The CONSULTANT shall attend all Pre-Construction and Utility Meetings. The CONSULTANT shall be available for coordination meetings with local governments and/or the consultant preparing the design documents for the adjoining project.

The Consultant will apply the following scope of services and tasks to approximately ___miles of roadway along_____from_____to_____.

Task #1 - Base Plan Preparation

1.1 Consultant will create **new** or **use existing** computer files **if available** for the base plans on this project. The computer files will be in a format acceptable to Lee County Department of Transportation (DOT), and will become the property of DOT for its use on future projects upon completion. The base plans shall be prepared in a manner that can be plotted or reproduce at a scale acceptable to DOT. The base plans shall include the following roadway functions: roadway geometry, centerline survey with 100' station marks and numbers, curbing and type, edge of pavement, berms, sidewalks/bikepaths, signs, pole locations for signals and lighting, equipment boxes, retention/detention ponds, utilities, right-of-way lines, clear zones, design and posted speeds, grading, existing plant material, and all other pertinent elements.

Task # 2 - Site Investigation

2.1 Consultant will review all base map information and the project site. The base plans shall be revised to include any changes from the base map information to existing visible on-site conditions.

2.2 Consultant will review the entire project site, and perform an analysis of the existing site features, adjacent land uses, and potential water and power sources. The median openings and roadway intersections shall be considered for sight distance and visibility conflicts with both vehicles and pedestrians during planting design. The analysis shall also include recommendations that may be valuable in reducing maintenance and safety concerns for maintenance workers.

2.3 Consultant will review and adhere to design guidelines pertinent to this specific project and segment of roadway. This shall include the latest edition of the following: LeeScape, Lee County Roadway Landscape Master Plan; Florida Highway Landscape Guide, and Manual of Minimum Standards for Design, Construction, and Maintenance for Streets and Highways by Florida Department of Transportation (FDOT). This may also include Roadway and Traffic Design Standards, and Plan Preparation Manual by FDOT; and A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO).

Task # 3 - Conceptual Design (30%)

3.1 Consultant will prepare two design concepts that will illustrate two different types of roadway segments (if applicable). One segment should be an intersection and the other a typical linear section of the roadway. Each design concept will indicate a recommended core level plant palette, plant spacing, and plant group spacing, that is suitable for its location, climate, maintenance, and budget considerations. Each of the design concepts should also include the recommendations generated from the site analysis performed in task 2.2.

3.2 Three sets of the two design concepts and an outline of the anticipated drawing package, proposed scale and sheet layouts will be submitted to staff for review in both 11"X17" and 24"X36" format.

3.3 Consultant will meet with (DOT) staff to review the concepts and resolve questions.

Task #4 - Design Development (60%)

4.1 Consultant will prepare design development drawings (60%) based upon project budget and comments from staff.

4.2 Design concepts and plant material selections will be refined to indicate the actual placement and species of plants and other design elements. Plant sizes will be consistent with Grades and

Standards of Nursery Plants. The planting plans shall be prepared in a manner that provides clear visibility of pedestrians and motorists using the corridor.

4.3 Consultant will prepare an estimate of irrigation demand, and suggested water sources. This will include a feasibility study of available water resources suitable for irrigating the proposed plant material. The study will include wells, canals, ponds, re-use, potable water, and other available water resources. The study will evaluate the availability of electrical power sources, applicable hydraulics, suitability of water quality for proposed plant material, and cost feasibility of each resource. The study shall conclude with a recommendation of the most practical method of implementation, including both installation and operating costs over a three year time period following plant installation.

4.4 Consultant will prepare an Opinion of Probable Costs based upon the 60% Design Development drawing package. The Opinion of Costs will include maintenance of the site from the notice-to-proceed date until one year after the substantial completion date (in Operations construction contracts we have modified the contract definitions, where the landscape and irrigation installation is completed at substantial completion, and one year later at the end of the one year maintenance period we have final inspection). The estimate will also include mowing the medians and/or roadsides, if planted during project construction.

4.5 Consultant shall submit to the Project Manager for review three (3) full size (24"x36") sets of drawings, and three (3) 11"x17" sets. All sets shall be plotted to scale. Consultant will also submit an Opinion of Probable Cost based upon 60% design development drawings. The 60% plan sets will be distributed by the Project Manager to DOT Operations and Traffic Divisions for review comments. DOT Operations will distribute a set of plans in the upcoming months agenda package, to the members of the Lee County Roadway Landscape Advisory Committee (RLAC) for their review.

4.6 Consultant will present the 60% Design Development Plans to the RLAC at their regular monthly meeting and record pertinent comments. The presentation displays should show all proposed planting and amenity design elements along the entire roadway corridor. (The RLAC normally meets the first Tuesday of each month at 6:00 p.m. in the CD/PW 3rd floor large conference room.) If the RLAC approves the plans at this meeting, the Consultant shall skip task 4.7 and proceed to task #4.8.

4.7 If the RLAC votes to send the plans to a Task Force Subcommittee for further review, the Consultant shall meet once with the subcommittee and review and resolve all conflicts, and record pertinent comments. The task force subcommittee will then make a recommendation to the full RLAC at their next regular meeting (if requested by the subcommittee, another presentation to the full RLAC by the Consultant will be necessary before approval).

4.8 After the RLAC approves the 60% plans, the Consultant shall meet with staff to discuss their project review comments on the plans. Staff and the Consultant shall then work to resolve all outstanding issues.

4.9 Consultant shall then prepare (60%) irrigation plans for the proposed plantings. The irrigation plans shall show water and electrical sources and connections, layout and sizing of piping, sleeves and irrigation heads, valves, and controllers. Irrigation system design shall provide head-to-head coverage for spray heads and rotor zones. Pop-up spray heads shall be 12", placed 18" from the edge of pavement. The system shall be designed in a manner that will avoid wetting the adjacent pavement. Bubblers, spray heads, and rotors should be designed to run on separate zones.

4.10 Consultant shall prepare a cover letter acceptable to DOT, to mail with an 11"X17" plan set to all utility companies with services within the project limits. The letter will request a plan review by the utility company, and a return letter indicating that the utility company does not take exception to the proposed improvements. Copies of all cover letters sent, and responses received by the Consultant, will be provided to the DOT Project Manager. The Consultant and Project Manager will discuss a solution to all known conflicts indicated by the utility companies, and the Consultant will modify the plans accordingly.

4.11 The Consultant will submit applications and obtain permits necessary for construction on DOT's behalf. This may include permits such as SFWMD Water Use Permit and FDOT General Use Permit.

Task #5 - Construction Documents (90%)

5.1 Based upon staff approval of 60% Design Development Drawings and Opinion of Cost, Consultant will prepare Construction Documents (90%). Construction documents shall include adjustments for staff and utility company conflicts, and the following:

a. Cover sheet: with project name and limits, location map, and sheet index.

b. Planting Plans: showing plant placements, sizes, and species of plants. Cross sections will be included, as required, to explain placement and clearances.

c. Irrigation Plans: showing water and electrical sources and connections, layout and sizing of piping, sleeves sizes and directional bores, irrigation bubblers, heads, valves, quick couplers, well/pump stations, and all other components such as fencing, pressure tanks, electrical panels and controllers.

d. Standard specifications and technical details from LeeScape will be provided by DOT. Consultant shall prepare all non-standard details and technical specifications. The non-standard specifications will be prepared by the Consultant and inserted into the standard specifications in a format acceptable to the DOT Project Manager.

5.2 Consultant shall submit to the Project Manager for review three (3) full size (24"x36") sets of drawings, and three (3) 11"x17" sets. All sets shall be plotted to scale. Consultant will also submit an Opinion of Probable Cost based upon 90% Construction Documents. The 90 % plan sets will be distributed by the Project Manager to DOT Operations and Traffic Divisions for review comments.

5.3 Consultant shall meet with staff to discuss their 90% project review comments. Staff and the Consultant shall then work to resolve all outstanding issues.

Task # 6 - Construction Documents (100%)

6.1 Based upon 90% review comments, Consultant will prepare final Construction Documents (100%) consisting of the following:

a. Complete cover sheet.

b. Complete planting plans, details, and specifications.

c. Complete irrigation plans, details and specifications.

d. Complete Bid Schedule in a format acceptable to Lee County Contracts and DOT. The bid schedule shall include the scientific name of all plants, sizes, names, quantities and units of all landscape, irrigation, maintenance, and other items pertinent to the project. All alternate bid items shall also be included, such as mowing the median and roadsides as separate alternate line items. DOT can furnish a sample bid schedule for the Consultants use.

6.2 Consultant will provide final construction drawings to scale on mylars. Consultant shall furnish a disk of the computer files for the final project drawings to the Project Manager in the approved format. A disk of the bid schedule and all specifications shall also be submitted in a format acceptable to the DOT Project Manager.

Task #7 - Bidding Assistance

7.1 Consultant will attend one pre-bid conference at Lee County Offices.

7.2 After the pre-bid meeting, the Consultant will meet with staff and discuss the questions from the meeting. The Consultant will prepare an addendum after this meeting and send it to the Project Manager by 5:00 p.m. the following business day. The Consultant will answer all applicable addendum questions, and consult with the Project Manager on appropriate language. The Consultant

will be responsible for preparing all addendums, and furnishing them to the Project Manager by 5:00 p.m. on the next business day following receipt of the questions.

Task # 8 - Construction Assistance

8.1 Consultant will attend one pre-construction conference at Lee County Offices.

8.2 If requested, the Consultant will visit the project site to observe construction progress and compliance with the contract documents as follows:
a. Project beginning: to review proposed planting and irrigation equipment locations and resolve conflicts.
b. Midway through installation: to review construction progress, quality of materials, workmanship, and compliance with construction documents.

c. At substantial completion: To review compliance with construction documents, construction installation, quality of materials and workmanship, performance of irrigation system, and prepare punch list items.
All discrepancies with the contract documents and punch list items, will be noted by the Consultant and sent to the Project Manager within 3 days of each site visit.

Task #9 – Reimbursables

9.1 Reimbursable expenses such as prints, messenger, courier, disks, special mail services, photography, etc.

Scope of Services
Location Study
Sanibel Bridge Toll Plaza Reconstruction (including a new administration building) and Cape Coral Bridge Toll Plaza Reconstruction.

Prior to the preparation of any toll facility plans, the Consultant shall prepare a "Location Study". This study shall be supplemental to any other study or report previously prepared for the County or other agencies in connection with this project. The items to be addressed include

- Plaza Siting and Layout
  - ADA Accessibility
  - Parking
  - Auxiliary Power
  - Utilities
  - Traffic Operation Impacts
- Toll Plaza aesthetics, interior and exterior
- Roadway Design Considerations and Impacts
- Environmental and Permitting Considerations including Drainage and Stormwater Management
- Signage Requirements
  - Approaching the plaza
  - Departing the Plaza
  - At the Plaza
- Landscaping
- Construction and Constructibility Issues
  - Staging Areas
  - Access
  - Maintenance of Toll Operations
  - Maintenance of Traffic

The Consultant shall prepare a draft study report for review and comment by the County. Upon receipt of the County's comments, the Consultant shall prepare responses to those comments and resolve any outstanding issues related to those comments. Upon mutually satisfactory resolution of the review comments, the Consultant shall prepare and submit the final study report to the County. the acceptance of the final study report by the County is the Consultant's authorization to proceed with the preparation of the toll facility plans base on the recommendations contained in the report.

A separate study report shall be prepared for each toll plaza location involved in this project.

EXHIBIT B

Date: January 28, 2003

COMPENSATION AND METHOD OF PAYMENT

for: **Sanibel Bridge Toll Plaza Reconstruction (including a new administration building) and Cape Coral Bridge Toll Plaza Reconstruction**

(Enter Project Name from Page 1 of the Agreement)

Section 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1.00	Architectural Development	$642,762.71	NTE	WIPP
2.00	Engineering & Land Surveys	$ 65,432.00	NTE	WIPP
3.00	Geotechnical Services	$37,488.22	NTE	WIPP
4.00	Environmental Inventory & Impact Summary	$30,043.12	NTE	WIPP
5.00	Traffic Data	$109,783.84	NTE	WIPP
6.00	Roadway Plans	$349,624.60	NTE	WIPP
7.00	Utility Relocation Plans	$4,711.32	NTE	WIPP
9.00	Lighting Plans	$53,614.82	NTE	WIPP
10.00	Signing & Pavement Marking Plans	$41,776.40	NTE	WIPP
11.00	Permits	$38,149.27	NTE	WIPP
12.00	Final Bidding & Contract Documents	$183,901.96	NTE	WIPP
13.00	Advisory Services During Bidding	$22,919.07	NTE	WIPP
14.00	Construction Contract Administration Support Services	$147,875.40	NTE	WIPP
15.00	Expenses	$76,895.24	LS	WIPP
TOTAL		$1,804,977.97		

(Unless list is continued on next page)

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Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated January 28, 2003, 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 20, 2003, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: January 28, 2003

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for **Sanibel Bridge Toll Plaza Reconstruction (including a new administration building) and Cape Coral Bridge Toll Plaza Reconstruction**
(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME **URS Corporation Southern**
(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	$50.50	2.8774	145.31
Chief Engineer / Architect	$47.54	2.8774	$136.79
Senior Engineer / Architect	$34.23	2.8774	$98.50
Engineer/ Architect	$27.01	2.8774	$77.72
Senior Technician	$25.74	2.8774	$74.06
Technician	$20.11	2.8774	$57.86
Clerical	$17.29	2.8774	$49.75

*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 20, 2003

CONSULTANTS PERSONNEL HOURLY RATE SCHEDULE***

for **SANIBEL BRIDGE TOLL PLAZA RECONSTRUCTION (including a new Administration Building) and CAPE CORAL BRIDGE TOLL PLAZA RECONSTRUCTION.**

(Enter Project Name from Page 1 of the Agreement)

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

PROFESSIONAL SERVICES

Principal	$ 145.00	Per Hour
Engineer VIII	$ 135.00	Per Hour
Engineer VII	$ 125.00	Per Hour
Engineer VI	$ 115.00	Per Hour
Engineer V	$ 105.00	Per Hour
Engineer IV	$ 95.00	Per Hour
Engineer III	$ 85.00	Per Hour
Engineer II	$ 75.00	Per Hour
Engineer I	$ 65.00	Per Hour
Project Director	$ 125.00	Per Hour
Senior Designer	$ 105.00	Per Hour
Designer	$ 85.00	Per Hour
Technician IV	$ 68.00	Per Hour
Technician III	$ 58.00	Per Hour
Technician II	$ 48.00	Per Hour
Technician I	$ 38.00	Per Hour
Hydrogeologist II	$ 80.00	Per Hour
Hydrogeologist I	$ 70.00	Per Hour
Principal Planner II	$ 110.00	Per Hour
Principal Planner I	$ 95.00	Per Hour
Environmental Planner	$ 90.00	Per Hour
Planner II	$ 65.00	Per Hour
Planner I	$ 45.00	Per Hour
Planning Technician	$ 45.00	Per Hour
Landscape Architect III	$ 125.00	Per Hour
Landscape Architect II	$ 80.00	Per Hour
Landscape Architect I	$ 60.00	Per Hour
Ecologist IV	$ 105.00	Per Hour
Ecologist III	$ 95.00	Per Hour
Ecologist II	$ 85.00	Per Hour
Ecologist I	$ 73.00	Per Hour
Expert Witness	$ 200.00	Per Hour

Surveyor and Mapper IV	$ 110.00	Per Hour
Surveyor and Mapper III	$ 100.00	Per Hour
Surveyor and Mapper II	$ 85.00	Per Hour
Surveyor and Mapper I	$ 75.00	Per Hour
Two Man Field Party	$ 94.00	Per Hour
Three Man Field Party	$ 120.00	Per Hour
Four Man Field Party	$ 140.00	Per Hour
GPS Mapping Grade: One Man Party	$ 62.00	Per Hour
GPS Mapping Grade: Two Man Party	$ 100.00	Per Hour
GPS Mapping Grade: Three Man Party	$ 130.00	Per Hour
GPS Surveying Grade: One or Two Man Party	$ 135.00	Per Hour
GPS Surveying Grade: Three Man Party	$ 145.00	Per Hour
Three Man Vac-Tron Crew (4 hour minimum)	$ 190.00	Per Hour
Geographic Information Systems Consultant	$ 105.00	Per Hour

CONSTRUCTION OBSERVATION SERVICES

Senior Project Engineer	$ 135.00	Per Hour
Construction Observation Services Manager	$ 110.00	Per Hour
Project Engineer	$ 98.00	Per Hour
Office Engineer	$ 88.00	Per Hour
Senior Construction Observer	$ 68.00	Per Hour
Construction Observer III	$ 58.00	Per Hour
Construction Observer II	$ 48.00	Per Hour
Construction Observer I	$ 38.00	Per Hour
Resident Compliance Officer (RSO)	$ 48.00	Per Hour

REIMBURSABLE EXPENSES

Materials	Cost + 10%
Sub-Consultant Services	Cost + 10%

ATTACHMENT NO. 1 TO EXHIBIT B

Date: January 28, 2003

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for **Sanibel Bridge Toll Plaza Reconstruction (including a new administration building) and Cape Coral Bridge Toll Plaza Reconstruction**
(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME **Archaelogical Consultants, Inc.**
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Project Manager	$43.30	3.0014	129.96
Principal Investigator	$43.30	3.0014	$129.96
Architectectural Historian	$20.00	3.0014	$60.03
Project Archaeologist	$20.81	3.0014	$62.46
Design Technician	$18.35	3.0014	$55.08
Technician	$13.32	3.0014	$39.98
Clerical	$14.05	3.0014	$42.17

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

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

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

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ATTACHMENT NO. 1 TO EXHIBIT B

Date: January 28, 2003

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for **Sanibel Bridge Toll Plaza Reconstruction (including a new administration building) and Cape Coral Bridge Toll Plaza Reconstruction**
(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME **Universal Engineering**
(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)
Staff Engineer	$31.25	2.9870	$93.35
Staff Engineer	$20.67	2.9870	$61.74
Senior Engineering Technician	$13.75	2.9870	$41.07
Drafting	$16.25	2.9870	$48.54

*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 28, 2003

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for **Sanibel Bridge Toll Plaza Reconstruction (including a new administration building) and Cape Coral Bridge Toll Plaza Reconstruction**
(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME **DENI 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)
Professional Surveyor and Mapper (PLS/PSM)	$32.73	2.75	$90.00
Survey Technician	$22.55	2.75	$62.00
CADD Technician	$18.19	2.75	$50.00
Survey Field Crew			
2 Person	$29.10	2.75	$80.00
3 Person	$38.18	2.75	$105.00
4 Person	$47.28	2.75	$130.00

*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 28, 2003

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for **Sanibel Bridge Toll Plaza Reconstruction (including a new administration building) and Cape Coral Bridge Toll Plaza Reconstruction**
(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME **Cella & Associates**
(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	$34.69	3.2	$111.00
Senior Professional	$28.84	3.2	$92.30
Planner	$24.43	3.2	$78.18
Technician	$20.97	3.2	$67.11
Administrative	$18.09	3.2	$57.82

*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 28, 2003

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for **Sanibel Bridge Toll Plaza Reconstruction (including a new administration building) and Cape Coral Bridge Toll Plaza Reconstruction**
(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME **TransCore**
(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)
Engineering Support	$38.72	2.97	$115.00
Technician Support	$21.88	2.97	$ 65.00

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

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

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

EXHIBIT C

Date: January 20,2003

TIME AND SCHEDULE OF PERFORMANCE

For: Sanibel Bridge Toll Plaza Replacement (including a new administration building) and Cape Coral Bridge Toll Plaza Reconstruction.
(Enter Project Name from Page 1 of the Agreement)

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

Phase and/or Task Reference As Enumberated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	Data Collection	30	30
	Alternatives Analysis	61	76
	Traffic Data & Geometric Concepts	61	76
	Engineering & Land Surveys	106	106
	Geotechncial	91	137
	Environmental	91	137
	Public Involvement	68	387
	Lighting Plans	190	387
	Signing & Pavement Marking Plans	190	387
	Utility Relocation Plans	250	387
	Permits	250	387
	Final Bidding & Contract Documents	61	411
	Architectural Development	350	411
	Roadway Plans	350	411
	Quality Assurance / Quality Control	411	411
	Management & Meetings	411	411

See Attached Bar Chart Schedule (Page C2 of C2)

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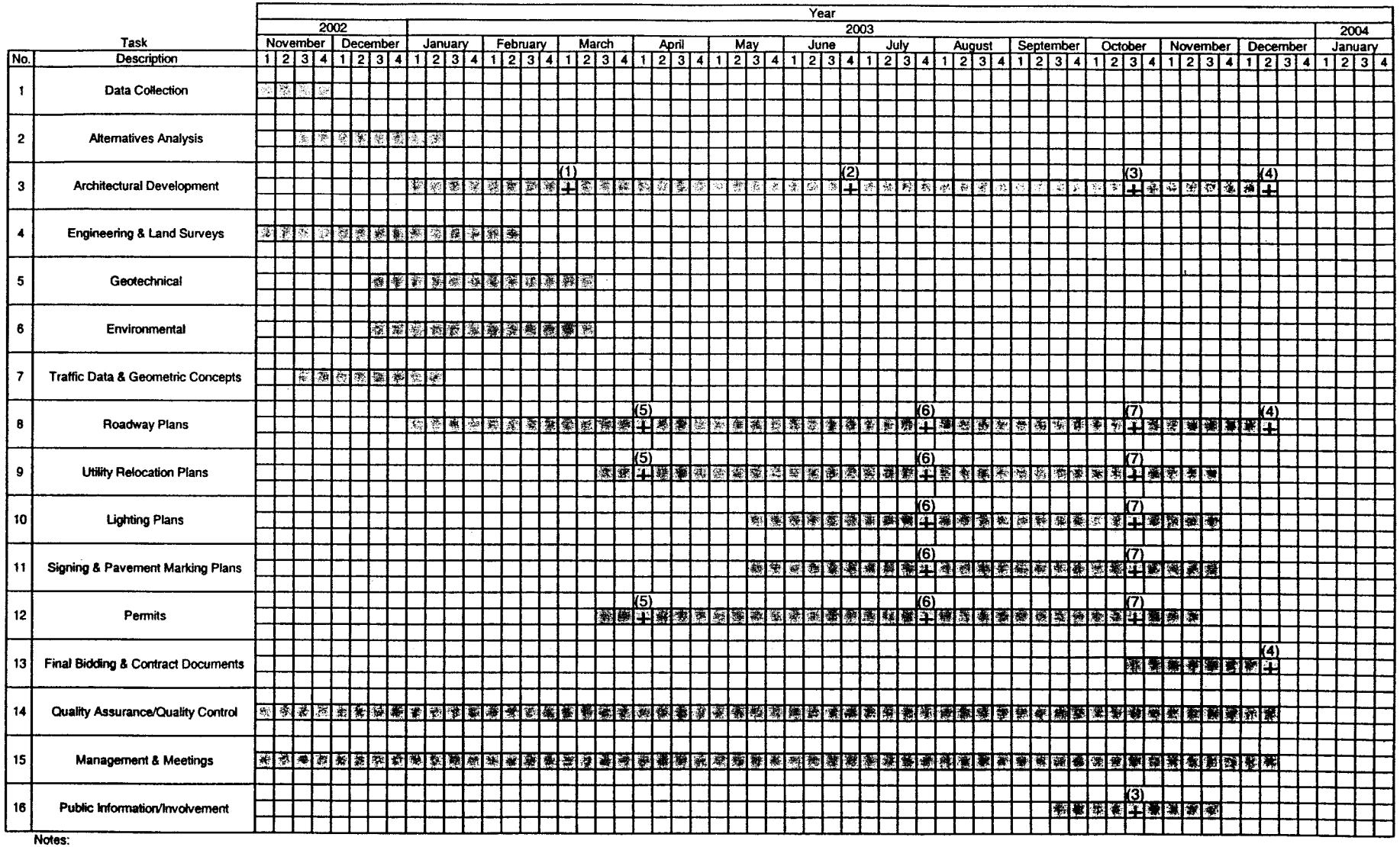
Proposed Design Schedule - Cape Coral and Sanibel Toll Facilities Replacements



Notes:
(1) 30% Architectural Submittal
(2) 60% ArchitecturalSubmittal
(3) 100% Architectural Submital
(4) Final Plans
(5) Grades and Geometrics Submittal
(6) Basic Plans Submittal
(7) Detail Plans Submittal

SHEET 02 OF 02

EXHIBIT D

Date: January 20, 2003

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

for: Sanibel Bridge Toll Plaza Reconstruction (including a new administration building) and Cape Coral Bridge Toll Plaza Reconstruction

(Enter Project Name From Page 1 of This Agreement)

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

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
Engineering & Land Surveys, Environmental Inventory, Utility Relocation Plans, Permits	Johnson Engineering Inc. 2518 Johnson Street Fort Myers, FL 33901		X			X
Historic Resources/Park's Recreation Facilities, Archaelogy	Archaelogical Consultants Inc. 8110 Blaikie Court, Suite A Sarasota, FL 34240	X		WBE	X	
Public Involvement	Cella & Associates Inc. 2125 First Street, Suite 201 Fort Myers, FL 33901	X			X	
Geological	Universal Engineering 1205 D Elizabeth Street Punta Gorda, FL 33950		X			X
Engineering & Land Surveys	Deni Associates, Inc 6241 Arc Way Fort Myers, FL 33912	X		WBE		X
Toll Systems Equipment & Integration	Transcore 5744 South Semoran Blvd. Orlando, FL 32822		X		X	

CMO:035
09/25/01

Dated: July 5, 2002

EXHIBIT "E"
PROJECT GUIDELINES & CRITERIA FOR

~~Sanibel bridge toll plaza reconstruction (including a new administration~~
building) and Cape Coral bridge toll plaza reconstruction

Lee County Department of Transportation

It is the intention of Lee County to accept letters of interest for the design of these facilities. The shortlisted consultants will be asked to prepare design proposals conveying their concept of complete and functioning facilities including the toll collection system. This will include a preliminary site plan, architectural rendering, and flow charts which reflect the designers concept of the way the facilities will function as a whole. The team will be expected to detail the proposed technology and how they will integrate it into the system to achieve the design solutions requested in the Letter of Interest.

Cape Coral Toll Facility

Services will include redesign of all traveled lanes for a complete reconstruction of all traveled lanes and related facilities including, but not limited to, islands, toll booths, coin machines, canopies, and all equipment relating to electronic toll collection (ETC). Reconstruction shall be performed under traffic, and services will include a maintenance of traffic plan designed to maximize safety for both the motorist as well as toll personnel. The plan shall take into account facility capacity while under construction, and innovative solutions to maintain the facility's capacity while under construction are encouraged.

EXISTING CONDITIONS/DESIGN CONSIDERATIONS

The existing toll plaza is comprised of 10 physical traveled lanes. Travel on the facility occurs to the east and to the west with 5 lanes normally in use in each direction. Some lanes as described below are reversible, and it is normal procedure for the facility to reverse lanes during peak periods. The lanes are numbered starting at the north from 1 through 10, with 11 through 14 used to indicate lanes operating in a reverse mode. The two outside lanes on each end (1&2, and 9&10) are attended lanes and the 6 interior lanes are automatic coin machine (ACM) lanes. The four centermost lanes (4 through 7) can be reversed. All lanes accommodate payment by Lee County's Electronic Toll Collection (ETC) system, LeeWay. Static signage is provided to identify lane use. Two signal sections are provided above each lane indicating an open lane (illuminated green), or closed (illuminated red). Traffic at the plaza, particularly westbound traffic is heavily influenced by the urban interchange at McGregor Boulevard and College Parkway to the east of the toll facility. Currently, weaving movements

resulting from the interchange adversely impact traffic. The redesign of the facility should minimize these weaving movements to the extent practical. It is anticipated that the existing administration building located to the north of the traveled lanes, along with its parking facilities will remain as is.

PROPOSED CONDITIONS

The proposed toll plaza would also be comprised of 10 physical traveled lanes. The two outside lanes in each direction would remain attended lanes. The two centermost lanes would be converted to attended lanes, both of which would accommodate reverse operation. Consideration will also be given to possibility of incorporating ACMs into the attendant booths, particularly in the center lanes, to allow them to operate in either an ACM or attended mode. The remaining four lanes, two in each direction are anticipated to operate in an express mode without gates. The County anticipates building the reconstructed toll plaza within the existing right of way. While this will limit the potential for widening the overall facility, the potential for eliminating the islands between the two express lanes in each direction will be analyzed and the resulting potential for lane widening will be evaluated. Possibilities for processing bicycle traffic outside of the normal traveled lanes will also be evaluated.

Incorporation of LeeWay's ETC program in all lanes including ETC as well as other than applicable elements such as automatic vehicle classification (AVC) and a video violation enforcement system (VES) are included as part of the redesign. Due to the rapid advances occurring in toll collection technology, the selected consultant should plan to evaluate then existing technologies for inclusion into the design. These considerations may include, but are not limited to, the potential for implementation of open road tolling at the Cape Coral facility and achieving compatibility with Sunpass.

Appropriate message signs will be incorporated into the design including signage to identify the function of each lane and whether the lane is open to traffic. It is anticipated that signs will be designed for placement over each lane and that these signs will be dynamic message signs to allow changes in lane use, such as attended or unattended operation for the centermost lanes, and to allow provision of appropriate messages in unusual conditions such as hurricane evacuation.

To facilitate safe movement in the facility, a walkway above or below the lanes is contemplated in the design. The selected consultant will work closely with the county to determine the desirability of such a facility, the number of access points to the lanes, and the method of access for each access point. Compliance with the Americans with Disabilities Act (ADA) will be fully taken into account during design. If an elevated walkway is used, it may be possible for it to act as part of a covering canopy. Whether by use of an overhead walkway or other means, protection from the elements for toll collectors, customers, and equipment will be incorporated into the design.

To facilitate the physical movement of coins within the facility, alternatives to traditional ACM vaults will be investigated. Security and auditing considerations will be included in the design of any alternatives.

In addition to design of the toll facility as described above, services will also include traffic operational analysis of the proposed lane use plan. The selected consultant will be expected to work closely with the county to develop an optimal design for the toll facility from both a safety (motorist and toll attendant) standpoint, as well as a vehicle throughput standpoint.

Sanibel Facility (includes a new administration building)

Services will include redesign of all traveled lanes for a complete reconstruction of all traveled lanes and related facilities including, but not limited to islands, toll booths, coin machines, canopies, and all equipment relating to electronic toll collection (ETC) as well as reconstruction of the administrative facility. Due to the susceptibility of the facility to flooding during predicted storm events, consideration is to be given to construction of the administrative facility over the traveled lanes. Whether by over-lane construction or by other means, consideration will be given to protecting the administration facility from flood conditions. Further, the potential for elevating/hardening the entire facility to the extent practical will be examined as a part of this redesign. Reconstruction shall be performed under traffic, and services will include a maintenance of traffic plan designed to maximize safety for both the motorist as well as toll personnel. The plan shall also take into account facility capacity while under construction.

EXISTING CONDITIONS

In the Sanibel facility, tolls are collected in one direction only, westbound, onto Sanibel Island. There are three traveled lanes in the facility westbound, and one lane eastbound (not tolled). Two of the tolled lanes are attended and a third is currently an ACM lane. All three toll lanes accommodate payment by Lee County's Electronic Toll Collection (ETC) system, LeeWay. The existing lane widths are not sufficient to handle wide load traffic, and such traffic currently must be diverted from the traveled road and routed around the north side of the administrative building. Static signage is provided to identify lane use. Two signal sections are provided above each lane indicating an open lane (illuminated green), or closed (illuminated red). The existing administration building is located to the north of the traveled lanes. Parking is provided to the east of the administration building.

PROPOSED CONDITIONS

The proposed toll plaza would also be comprised of three physical traveled lanes. As currently configured, two lanes will remain as attended lanes. Due to the make up of the Sanibel Causeway traffic stream, it is unlikely that

consideration will be given to possibility of incorporating ACMs into the attendant booths to allow them to operate in either an ACM or attended mode. The third lane will be converted to ETC only, and consideration will be given to converting this lane to un-gated express operation. The potential for accommodating wide loads on the facility's traveled lanes will also be considered.

Incorporation of LeeWay's ETC program in all lanes including ETC as well as other then applicable elements such as automatic vehicle classification (AVC) and a video violation enforcement system (VES) are included as part of the redesign. Due to the rapid advances occurring in toll collection technology, the selected consultant should plan to evaluate then existing technologies for inclusion into the design. These considerations may include, but are not limited to, the potential for implementation of open road tolling at the Sanibel facility and achieving compatibility with Sunpass.

Appropriate message signs will be incorporated into the design including signage to identify the function of each lane and whether the lane is open to traffic. It is anticipated that signs will be designed for placement over each lane. Use of dynamic signs to facilitate appropriate messages in unusual conditions such as hurricane evacuation will be considered.

Provision will be made in the design to allow future implementation of an ETC reader in the outbound lane. Provisions will include both design considerations to allow for the physical placement of such equipment as well as appropriate provisions for equipment installation and wiring.

The selected consultant will be expected to work closely with the county to develop an optimal design for the toll facility from both a safety (motorist and toll attendant) standpoint, as well as a vehicle throughput standpoint. Further, as the Sanibel facility is located near recreational facilities, particularly the Punta Rassa Boat Ramp, consideration will be given to working with the County Parks and Recreation Department to accommodate overflow parking from the boat ramp and improving roadway access to this area.

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.

EXHIBIT F
DATE: January 31,2003

TRUTH IN NEGOTIATION CERTIFICATE

This Certificate is executed and given by the undersigned as a condition precendent to entering into a Professional Services Agreement with the Lee County Board of County Commissioners for the project known as: Sanibel Bridge Toll Plaza Reconstruction (including a new administration building) and Cape Coral Bridge toll Plaza Reconstruction

(Enter Project Name from Page 1 of Agreement)

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:

URS Corporation Southern

BY: [signature]

TITLE: Vice - President

The foregoing instrument was signed and acknowledged before me this 31 day of January, 2003, by Bill McDaniel who has produced _____ as
(Print or Type Name) (Type of Identification and Number)
identification.

[signature]
Notary Public Signature

Michelle Greene
Printed Name of Notary Public

DD 010189 3/19/05
Notary Commission Number/Expiration

MICHELLE GREENE
My Comm Exp. 3/19/05
No. DD 010189
[X] Personally Known [ ] Other I.D.

CMO:
00/00/00

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
SEA-000641051-02

PRODUCER
MARSH RISK & INSURANCE SERVICES
P.O. BOX 193880
SAN FRANCISCO, CA 94119-3880
CALIFORNIA LICENSE NO. 0437153

LEE COUNTY RECEIVED
03 FEB -4 AM 10: 15

URSA-F-ALL-W/PRO- FL TAM URS

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

COMPANIES AFFORDING COVERAGE

COMPANY A NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA.

COMPANY B AMERICAN MANUFACTURERS MUTUAL INSURANCE CO.

COMPANY C AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

COMPANY D INSURANCE CO. OF THE STATE OF PA

INSURED
URS CORPORATION
100 CALIFORNIA STREET
SUITE 500
SAN FRANCISCO, CA 94111

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 3

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	GL933-1972	04/01/02	04/01/03	GENERAL AGGREGATE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$ 2,000,000
	CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY	$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 1,000,000
					MED EXP (Any one person)	$ 5,000
B	AUTOMOBILE LIABILITY	F5Y006395-00 AOS	04/01/02	04/01/03	COMBINED SINGLE LIMIT	$ 1,000,000
B	X ANY AUTO	F5Y006396-00 HI	04/01/02	04/01/03		
B	ALL OWNED AUTOS	F5Y006397-00 VA	04/01/02	04/01/03	BODILY INJURY (Per person)	$
B	SCHEDULED AUTOS	F5Y006398-00 TX	04/01/02	04/01/03		
B	X HIRED AUTOS	X3P084803-00 MASS	04/01/02	04/01/03	BODILY INJURY (Per accident)	$
	X NON-OWNED AUTOS				PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	708-5561 CA	01/01/03	01/01/04	X WC STATUTORY LIMITS / OTHER	
D		708-5562 AOS	01/01/03	01/01/04	EL EACH ACCIDENT	$ 1,000,000
A	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: X INCL / EXCL	708-5563 NY, OH, WA, WI, WV	01/01/03	01/01/04	EL DISEASE-POLICY LIMIT	$ 1,000,000
					EL DISEASE-EACH EMPLOYEE	$ 1,000,000
C	OTHER PROF. LIABILITY (E&O) CLAIMS MADE FORM	476-3090	04/01/02	04/01/03	EACH CLAIM AGGREGATE	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: SANIBEL BRIDGE TOLL PLAZA RECONSTRUCTION AND CAPE CORAL BRIDGE TOLL PLAZA RECONSTRUCTION; PROJECT NO. CN-02-23
THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED WHERE REQUIRED BY CONTRACT.

CERTIFICATE HOLDER

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PUBLIC WORKS ADMINISTRATION, CONTRACT MANAGEMENT
P.O. BOX 398
FORT MYERS, FL 33902-0398

CANCELLATION

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

MARSH USA INC.
BY: Michio Nekota

ADDITIONAL INFORMATION

SEA-000641051-02

DATE (MM/DD/YY) 01/31/03

PRODUCER

MARSH RISK & INSURANCE SERVICES
P.O. BOX 193880
SAN FRANCISCO, CA 94119-3880
CALIFORNIA LICENSE NO. 0437153

URSA-F-ALL-W/PRO- FL TAM URS

COMPANIES AFFORDING COVERAGE

COMPANY E

COMPANY F

COMPANY G

COMPANY H

INSURED

URS CORPORATION
100 CALIFORNIA STREET
SUITE 500
SAN FRANCISCO, CA 94111

TEXT

POLICY NUMBER: GL 933-1972
EFFECTIVE: 04/01/02 TO 04/01/03

COMMERCIAL GENERAL LIABILITY
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEE, OR
CONTRACTORS - FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name or Person or Organization: Any/All person or organization when required by written contract.

If no entry appears below, information required to complete this endorsement will be shown in Declarations as applicable to this endorsement.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of "your work" for that insured by or for you.

PRIMARY INSURANCE: It is further agreed that such insurance as if afforded by this policy for the benefit of the above Additional Insured(s) shall be primary insurance as respects any claim, loss or liability arising out of the Named Insured's operations, and any other insurance maintained by the Additional Insured(s) shall be excess and non-contributory with the insurance provided hereunder.

CG 20 10 11/85

Note: This fulfills the legal requirement of Form CG2010 11 85.

CERTIFICATE HOLDER

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PUBLIC WORKS ADMINISTRATION, CONTRACT
MANAGEMENT
P.O. BOX 398
FORT MYERS, FL 33902-0398