EXHIBIT E

2404

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this 18th 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 Engineering and Design services of said CONSULTANT to provide and perform professional services as further described hereinafter concerning the Project to be referred to and identified as: Causeway Reconstruction and Replacement of Structures B and C Sanibel Island Causeway Improvements, 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.

EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", which EXHIBIT "A" is attached hereto and made a part of this Agreement.

ARTICLE 2.00 - DEFINITIONS

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

2.01 COUNTY

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

2.02 CONSULTANT

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

2.03 PROFESSIONAL SERVICES

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

2.04 SUB-CONSULTANT

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

2.05 SUBCONTRACTOR

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

2.06 PROJECT

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

2.07 BASIC SERVICES

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

2.08 ADDITIONAL SERVICES

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

2.09 SUPPLEMENTAL AGREEMENT

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

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

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

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

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

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

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

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

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

ARTICLE 3.00 - OBLIGATIONS OF THE CONSULTANT

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

3.01 LICENSES

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

3.02 PERSONNEL

(1) QUALIFIED PERSONNEL

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

(2) CONSULTANT'S PROJECT DIRECTOR

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

(3) REMOVAL OF PERSONNEL

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

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

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

3.04 STANDARDS OF PROFESSIONAL SERVICE

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

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) RESPONSIBILITY TO CORRECT

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

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

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

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

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

3.06 LIABILITY

(1) CONSULTANT TO HOLD COUNTY HARMLESS

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

3.07 NOT TO DIVULGE CERTAIN INFORMATION

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

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

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

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

3.09 RESPONSIBILITY FOR ESTIMATES

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

(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.)

Hydraulic Analysis	Hydrosystems Inc.
Public Involvement	Cella & Associates

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:

(1) EXHIBIT "A" entitled "Scope of Professional Services" dated _____, 2000.

(2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated _____, 2000.

(3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated _____, 2000.

(4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)", dated _____, 2000.

(5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated _____, 2000.

(6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated _____, 2000.

(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: William H. McDaniel,Jr., P.E., Vice President
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: Lisa L Pierce
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL LEE COUNTY, FLORIDA

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: Ray Judah
CHAIRMAN

DATE: 3/18/03

APPROVED AS TO FORM

BY: _____
County Attorney's Office

ATTEST:

Edward [illegible]
(Witness)

Elizabeth Maddux
(Witness)

CORPORATE SEAL:

REV: 10/28/93

URS Corporation Southern

Tampa, Florida
(CONSULTANT)

BY: _____
(Authorized Signature)

Vice President
(Title)

DATE: 02-14-03

EXHIBIT A

Date: 14 February 2003

SCOPE OF PROFESSIONAL SERVICES

for Causeway Reconstruction and Replacement of Structures B and C

Sanibel Island Causeway Improvements

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

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

The Consultant shall provide design services to prepare a set of plans and contract specifications for the project. Services include roadway, structures, geotechnical, drainage, traffic control, utilities, environmental, signing and pavement marking, lighting, landscape, aesthetics, design survey, right-of-way, cost estimates, public involvement, and assistance during bidding.

The specific services are more fully detailed in the Scope of Services for this project which is included with and made part of this Exhibit.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

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

1. **Roadway Plans Package**: This task includes the preparation of the roadway plans package. Included are development of a typical section package, vertical and horizontal alignment, drainage analysis, stormwater permitting, bridge hydraulics and scour, traffic control, stormwater pollution prevention, utilities, environmental mitigation and permitting, and signing and pavement marking.

2. **Structure Plans Package**: This task includes the preparation of bridge replacement plans for Bridges "B" and "C". An abbreviated Bridge Development report will be developed and submitted to the COUNTY. Plans at 30%, 90% and final will be submitted to the COUNTY for review. Plans for retaining walls and seawalls will be prepared as required.

3. **Specification Package**: This task includes the preparation of the specifications for the project as well as the bidding documents and cost estimates.

4. **Signing and Pavement Markings**: This task is included in the Roadway Design Package task.

5. **Lighting**: This task includes the preparation of lighting for in deck and roadway decorative lighting. There is no highway lighting on this project. It is anticipated that lane lines, the enter line and the shoulder lines will be lighted. Consideration will be given to lighting in the bridge barrier.

6. **Aesthetics and Landscaping**: This task includes providing services for Tree Protection and Relocation Plans, Planting Plans, Irrigation Plans, Landscape Maintenance Plans, and Structural Aesthetics Input.

7. **Design / Right-of-Way Surveys**: This task consists of performing the survey services necessary for preparation of right-of-way parcel maps, performance of engineering design, and preparation of construction plans. The survey effort shall include a bridge survey of the existing Bridges "B" and "C".

8. **Right-of-Way Maps**: This task consists of preparing the right-of-maps for any parcel that it is necessary to take for the construction of this project.

9. **Public Information Meetings**: This task includes development of a community awareness program, coordinating with local officials, conducting a public information meeting, and publishing and distributing a newsletter.

10. **Geotechnical Services**: This task consists of performing the field investigation and laboratory testing necessary to provide data for design of the roadway, bridges, and walls. The Consultant shall prepare a roadway and bridge report that includes recommendations for type of foundation elements. Evaluation of methods of roadway scour protection shall be performed. A pile load testing program shall be evaluated and recommendations submitted to the COUNTY.

11. **Project Requirements and Provisions for Work**: This task includes preparation of a project schedule, monthly progress reports and invoices, attendance of meetings, quality control plan, and professional endorsement of construction documents.

12. **Other Special Areas (Miscellaneous Items)**: This task consists of plans updates for changes between submittal of final plans and the contract award date. Also includes are attendance of the Pre-Utility, Pre-Construction and Partnering meetings. Shop Drawing review, site visits during construction, assistance during construction, field design changes, and post-design services are part of this scope but are not included in the fee for this task. The fee for these services will be negotiated at a later date.
13. **Out-of-Pocket Expenses**: These are the normal day to day expenses associated with performing the design services for the project. This item will be paid as a lump sum.
14. **Test Pile Program**: The test pile program will be proposed by the CONSULTANT. A provisional amount is included in the proposed fee but this amount is only to be expended with authorization by the COUNTY.

SCOPE OF SERVICES

Group 3.2, 4.2, 7.1, 8.1, 8.2, 8.4, 9.1, 9.2, 9.4, 9.5

Causeway Reconstruction and Replacement of Structure B and C
Sanibel Island Causeway Improvements
Lee County

FOR

Lee County Board of County Commissioners
Lee County Department of Transportation
P.O. Box 398
Fort Myers, Florida 33902-0398

January 2, 2003
Revised: January 31, 2003
Revised February 14, 2003

PROJECT NUMBER: 5814

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
HIGHWAY DESIGN

This Exhibit forms an integral part of the agreement between the Lee County Department of Transportation (hereinafter referred to as the DEPARTMENT) and URS Corporation Southern (hereinafter referred to as the CONSULTANT) relative to the transportation facilities described as follows:

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SECTION I. PURPOSE

The purpose of this Scope is to describe the scope of work and the responsibilities of the CONSULTANT and the DEPARTMENT in connection with the design and preparation of a complete set of construction plans for the proposed improvements to this transportation facility.

The CONSULTANT shall perform those engineering services required to prepare a set of contract plans to include roadway, structures, signing and pavement markings, landscaping and/or right-of-way. It shall be the CONSULTANT's responsibility to use the best engineering judgment, practices and principles possible during the prosecution of the work commissioned under this contract. It will be imperative for the CONSULTANT to display economical structural solutions for the given conditions. The CONSULTANT shall be aware that as the project is developed, certain minor modifications and/or improvements to the original recommendations may be required. The CONSULTANT is to incorporate these refinements into the design and will consider this effort to be an anticipated and integral part of the work. This will not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the DEPARTMENT and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file in accordance with DEPARTMENT procedures.

The DEPARTMENT will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of the contract plans. The DEPARTMENT will provide job specific information and/or functions as outlined in this contract.

SECTION II. PROJECT OBJECTIVES

A. General Objectives

The general objective is for the CONSULTANT to prepare a set of plans and specifications to be used by the contractor to build the project. Elements of work may include roadways, structures, geotechnical activities, surveys, drainage, signing and pavement markings, utility relocation, landscaping, design surveys, right-of-way surveys, right-of-way maps, maintenance of traffic, cost estimates, environmental permits, environmental mitigation plans, quantity computation booklets, and all necessary incidental items for a complete project.

Close coordination between disciplines must be maintained to produce the most feasible alternatives in the design of the project. This will be an English unit project.

B. Specific Project Objectives

The CONSULTANT shall investigate and review project concepts (typical sections, alignments, etc.) developed from any prior studies including the Sanibel Causeway Improvements Project Development and Environment Study Final Preliminary Engineering Report. These reports may not dictate the final design of this project. The CONSULTANT shall maintain close coordination with the Lee County Department of Transportation Project Manager and Bridge Engineer.

The primary project objective is to design replacements for the existing Sanibel Island Causeway (CR 867) Structure B (Bridge Number 124042) and Structure C (Bridge Number 124041), designing the roadway approaches to the structures, improvements to the roadway between the structures and providing for removal of existing bridges.

Existing Bridge No. 124042 is 1,824 ft. long and existing Bridge No. 124041 is 3,576 ft. long. Both structures are 34'-3'' wide, out-to-out, with a 3'- 1 $^1/_2$" safety curb with post and beam traffic rail on both sides.

The new structures will be on offset alignments (Structure B to the west) (Structure C to the east). The alignment offset shall be determined with consideration to constructability and maintenance of traffic. The structures shall be designed and constructed to place the superstructure out of the splash zone. The low member elevation must be at least twelve feet (12') above the Mean High Water (MHW) elevation as established by the Bridge Hydraulic Report.

Provide at least the minimum sixty-nine foot (69') horizontal and twenty-six foot (26') vertical clearances for the navigation at the Sanibel Channel under Structure C. Structure B does not cross a designated navigation waterway. A crest vertical curve as shown in the Preliminary Engineering Report (PER) may assist in deck drainage. Coordinate with the U.S. Coast Guard, U.S. Army Corp of Engineers and marine users for input regarding the navigation clearances.

The new bridge lengths will be established from recommendations provided in the Bridge Hydraulics Report with considerations for constructability and roadway realignment.

A scour protection plan must be developed for the bridge ends which will be compatible with existing recreational use and minimizes the use of bulkheads and seawalls.

The bridge shall provide two 12 ft. lanes with 8 ft. shoulders for a 40 ft. clear roadway width (no sidewalk shall be provided on the bridge structures).

The design speed for this project is fifty miles per hour (50 mph).

A crash tested open barrier wall similar to the Kansas Corral shall be considered for use on the bridges.

Evaluate methods of "roadway scour protection" to protect the causeway roadway from storm damage and erosion.

Lee County desires to use the debris from the demolition of the existing structures in its artificial reef program. See the Final PER for other commitments that must be met. This includes rumble strips on the bridge shoulders and sea grass mitigation as required for permits. Note, no construction staging shall occur within the limits of the Sanibel Park or within Piping Plover Critical Habitat adjacent to Bridge A.

SECTION III. ROADWAY PLANS PACKAGE

A. General

The CONSULTANT shall prepare the Roadway Plans Package. This work effort includes the roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Drainage Plans, Traffic Control Plans, Environmental Permits and other necessary documents.

B. Design Analysis

1. Typical Section Package - The CONSULTANT shall prepare a Typical Section Design Package. This package shall include the following:

   - Transmittal letter
   - Location Map(s)
   - Typical Section(s) (including bridge sections)

   The signed and sealed typical section design package shall be submitted to the DEPARTMENT for approval at the earliest possible date and prior to the Phase I roadway plan submittal stage.

2. Geometrics - The CONSULTANT shall design the geometrics for the project using the design standards that are most appropriate. The designer shall place great emphasis on the PD&E however shall address all external influences (including City of Sanibel weigh station and rest room facilities), design consistency and driver expectancy, aesthetics, pedestrian and bicycle use, ADA requirements, elder road user policy, access management, and recreational use.

   The design elements shall include, but are not be limited to, the horizontal and vertical alignments, lane widths, shoulder widths, cross slopes, borders, sight distance, side slopes and ditches, lane transitions, and safety features. The geometric design developed by the CONSULTANT shall be an engineering solution that is not merely an adherence to the minimum AASHTO and/or FDOT standards.

3. Pavement Design Package - The CONSULTANT will be responsible for pavement design.

4. Design Documentation, Computation Book and Quantities - The CONSULTANT shall submit to the DEPARTMENT design notes and computations to document the design conclusions reached during the development of the construction plans.

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

   One copy of the design notes and computations shall be submitted to the DEPARTMENT with each phase submittal. When the plans are submitted for final review, the design notes and computations corrected according to DEPARTMENT review comments shall be resubmitted. At the project completion, a final set of design notes and computations, signed and sealed by the CONSULTANT, shall be submitted with the record set of plans.

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

   a. Design standards used for the project

   b. Geometric design calculations for horizontal alignment that is not included in the quantity computation booklet

   c. Vertical geometry calculations

   d. Traffic, capacity, lane closure analysis and operational analysis

   e. Drainage computations

   f. Earthwork calculations not included in the quantity computation booklet

   g. Calculations showing cost comparisons of various alternatives considered

   h. Documentation of decisions reached resulting from meetings, telephone conversations or site visits

   i. Calculations of quantities

   j. All permit support documentation

   k. Justification for any variation from standards

l. Pavement design calculations

5. Summary of Bid Pay Items and Specifications Package– Florida Department of Transportation pay items may be used for a Summary of Bid Pay Items in the plans. The Phase III submittal shall have all pay items identified with quantities. The Phase IV submittal shall have final quantities with a final construction cost estimate and construction time. The Summary of Bid Pay Items shall provide for each component set of plans (i.e., Roadway, Bridge, Signing and Marking, etc.). The Specification Package must be submitted for review with the Phase III submittal.

C. Drainage Analysis

1. The CONSULTANT shall be responsible for designing a drainage and stormwater management system. All design work shall be in compliance with the FDOT's Drainage Manual and the requirements of the regulatory agencies. This work will include the engineering analysis necessary to design any or all of the following: cross drains, French drains, roadway ditches, outfall ditches, storm sewers, retention/detention facilities, other drainage systems and elements of systems as required for a complete analysis.

2. The objective is to obtain approved stormwater treatment/attenuation design. The exact number of drainage basins, outfalls and water management facilities (retention/detention areas, weirs, skimmers, etc.) will be the CONSULTANT's responsibility.

3. This service shall include, but is not limited to the following:

   a. Determination of the volume of stormwater to be attenuated Locate and assess suitable land areas for stormwater management. Utilize existing ditches and outfalls as much as possible.

   b. Coordinate with local government offices regarding local regulations, restrictions, and possible joint use with the DEPARTMENT. Obtain information concerning present or future development that could impact the design.

   c. Provide preliminary plans during Phase Submittals for review by the DEPARTMENT and revise as necessary.

4. The CONSULTANT shall provide a signed and sealed Drainage Design Report. It shall be a record set of all drainage computations, both hydrologic and hydraulic. The CONSULTANT shall include all support data such as soil borings and percolation tests as provided by the Geotechnical Engineer.

5. The CONSULTANT will be responsible for delineating all wetlands and endangered species habitat as required by the permitting agencies.

6. The CONSULTANT shall furnish to the DEPARTMENT all supporting data (reports, drainage tabulations, risk analysis, related correspondence, etc.) compiled during the performance of services described in this section. The DEPARTMENT will also be notified in adequate time to schedule a representative to attend all related conferences.

7. Bridge Hydraulic Report

   The CONSULTANT shall provide a Bridge Hydraulics Report (BHR) and Bridge Hydraulics Recommendation Sheet (BHRS) for the bridge structures, including a scour analysis. Information from prior studies and reports may be used to assist in the bridge scour analysis.

The BHR and BHRS shall be submitted with the BDR.

The CONSULTANT may use data from the "Modeling 3-D Circulation in Charlotte Harbor Final Report" hydraulic model to model the bridge and waterway. The critical events will be evaluated and the scour analysis shall be performed in accordance with HEC-18. Structure lengths to be considered include: the minimum physical bridge length, the minimum hydraulic length, and length meeting minimum environmental criteria. The recommended bridge and HEC-20 length shall be determined based upon the minimum hydraulic structure, environmental length, safety, maintenance, constructability, and cost. The intent is to obtain a permittable recommended bridge length that meets FHWA and FDOT design criteria.

D. Roadway Plans

The CONSULTANT shall prepare the roadway plans in a standard format. The following will be included: Key Map, Typical Section sheet(s) with notes, Cross Section sheet(s), Summary of Quantities sheet(s), Drainage Structure Sheet(s), Plan/Profile Sheet(s), Intersection Detail sheet(s), Summary of Pay Items, miscellaneous construction details, and any other detail sheets necessary to convey the intent and scope of the project for the purposes of construction.

E. Drainage Plans

The CONSULTANT shall prepare plan sheets, notes, and details to include the following: Drainage Map sheet(s), Drainage Structure sheet(s), Summary of Drainage Structure sheet(s), Lateral Ditch and Outfall Plan sheet(s), Lateral Ditch and Outfall Cross Section sheet(s) if needed, Bridge Hydraulics Recommendation sheet(s), Retention/Detention Plan sheet(s) if needed, Special Drainage Detail sheet(s), and Erosion Control Details.

F. Traffic Control Plan

1. Traffic Control Analysis - The CONSULTANT shall design a safe and effective Traffic Control Plan to move marine, vehicular and pedestrian traffic during <u>all</u> phases of construction. The areas shall include, but are not limited to, construction phasing of roadway base and asphalt, bridge construction, utility relocation, drainage structures, ditches, front slopes, back slopes, drop-offs within clear zone, traffic monitoring sites, ingress and egress to existing property owners and businesses, signing and pavement markings, and signal and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

   The CONSULTANT shall investigate the need for peak hour constraints when excessive traffic may require the ceasing of construction and/or all lanes remaining open during certain hours of the day, possibility of night work, temporary traffic signals, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed a FDOT approved training course, and in accordance with the FDOT's Roadway and Traffic Design Standards and the FDOT Plans Preparation Manual.

   The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the COUNTY's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the DEPARTMENT. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. It shall be the CONSULTANT's responsibility to obtain local authorities' permission for use of detour routes not on state highways.

2. Traffic Control Plans - The CONSULTANT shall prepare plan sheets, notes, and details to include the following: Typical Section sheet(s), General Notes and Construction Sequence sheet(s), Typical Detail sheet(s), Tabulation of Quantities sheet(s), Traffic Control Plan sheet(s), Signing and Pavement Marking sheet(s), and Temporary Signalization sheet(s).

   The CONSULTANT shall prepare additional plan sheets such as cross sections, profiles, drainage structures, retaining wall details and sheet piling as necessary for proper construction and implementation of the traffic control plan.

G. Stormwater Pollution Prevention Plans

The CONSULTANT shall prepare plan sheets, notes, and details to include the following: Typical Sections, General Notes and Construction Sequence sheets, Erosion Control Detail Sheets, and tabulation of Quantities. The narrative portion of the SWPPP shall detail appropriate controls needed for each phase of construction. The Erosion Control Details should clearly indicate how and where controls are to be employed. Consideration should be given to issues relating to maintaining work zone drainage. A tabulation of devices and locations shall be provided in the Summary of Quantities. The plans shall be in accordance with the FDOT's procedures, manuals, design memos, and guidelines.

H. Utilities

1. Utility Plans

   a. The CONSULTANT shall furnish two (2) copies of the Phase I (30%) plans for each utility located within the project limits. The Phase I (30%) plans shall depict all existing utilities for the initial contact and verification by each Utility Company in accordance with the s procedure manual, design memorandums and guidelines.

   b. The CONSULTANT shall submit two (2) copies of the Phase II (60%) utility relocation plans for each Utility located within the project limits. The Phase II (60%) plans shall depict all existing utilities from Phase I (30%) contact and drainage design.

   c. The CONSULTANT shall furnish two (2) copies of the Phase III (90%) utility relocation plans for each Utility located within the project limits. One (1) of the sets must be a full set of Phase III (90%) plans and the other can be a partial set, that will include plan and profile, drainage and cross sections.

   d. The CONSULTANT shall furnish two (2) copies of the Phase IV (100%) plans for each Utility located within the project limits.

   e. If revisions to the design are made after the plans have been made available to the Utility Companies, the CONSULTANT is responsible to provide two (2) copies of the revised plans for each Utility Owner located within the project.

   f. Coordination with Utility Companies - After the DEPARTMENT has approved the 60% plans submittal, the DEPARTMENT will then schedule a Utility Pre-Design Conference that the CONSULTANT shall attend and will be responsible for providing technical data. The purpose will be to determine the effects the project has on existing and proposed facilities. This allows the utility representatives to provide input into the development of the roadway plans. The CONSULTANT shall have the minutes of each utility meeting recorded for submission to the DEPARTMENT.

2. Utility Location Services

The CONSULTANT shall provide Levels of locate up through Level "A."

Existing major underground utilities suspected to be located within three (3) ft. of proposed construction operations shall be identified and located. Any underground utility determined to be threatened by construction activities shall be considered for Level "A" locate information. The CONSULTANT shall obtain Level "A" locate from the utility owner for major utilities within three (3) ft.

If the utility owners cannot provide Level "A" locate, they shall provide up through Level "B". Then, it shall be the CONSULTANT's responsibility to provide Level "A" locate information for major utilities identified and include the information in the construction plans.

Among the known utilities with installations along the causeway are:

- Lee County Electric Cooperative
- Media One
- Sprint
- FP&L
- Lee County Utilities

I. Environmental Services / Permits

1. Preliminary Project Research - The CONSULTANT shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure that design efforts are properly directed toward permit requirements.

2. Agency Coordination (Includes all Phases) - The CONSULTANT will be responsible for all coordination work with the permit agencies.

3. Establish Wetland Jurisdictional Lines - The CONSULTANT is responsible for establishing the wetland jurisdictional lines. These lines shall be tied to a baseline for reference and reviewed by the DEPARTMENT and the permitting agency(s). Wetland jurisdictional lines must be confirmed in the field by the regulatory agencies. The wetland jurisdictional lines shall be identified and submitted to the DEPARTMENT for review with the Phase I submittal, and prior to coordinating with the permitting agency(s). A separate set of plans, included in the Construction plans, will be dedicated to clearly show the wetland delineation lines as well as cross-hatched wetland areas that require removal and areas that should remain undisturbed. On projects with utility relocations, the wetland delineation lines and wetland areas (disturbed and undisturbed) must be shown in the plans at the time of the utility pre-design meeting (Phase II Plans). Any mechanical clearing and grubbing in jurisdictional wetlands will require environmental permits.

4. Agency Field Review - The CONSULTANT shall be responsible for coordinating regulatory agency field reviews.

5. Permit Preparation – The CONSULTANT shall prepare Permit Application Packages to include SFWMD Environmental Resource Permit, NPDES/EPA Permit and required plans, FDEP General Permit for Stormwater Discharge from Construction Activities that Disturb Five or More Acres of Land, US Coast Guard Section 9/10 permit, ACOE 404 permit and City of Sanibel development permit (if necessary). The CONSULTANT shall be responsible and accountable for providing all information, signed and sealed plans, documentation, and calculations necessary to secure any required permits including a site-specific erosion control plan.

6. The CONSULTANT shall prepare an erosion control plan that complies with the stormwater permit requirements and Stormwater Pollution Prevention Plan (SWPPP) as required under the National Pollutant Discharge Elimination System (NPDES) and under Chapter 403.0885, Florida Statutes. The CONSULTANT shall refer to Volume 1, Chapter 11 of the FDOT Plans Preparation Manual for information in regards to the SWPPP and FDEP Rule 62-25 (F.A.C.) for requirements of the erosion control plan. Areas especially prone to erosion, such as high fill areas, must be given special attention (i.e. sod, temporary matting, slope drains, etc.) to reduce environmental impacts. Detailed limits of the erosion control items will be necessary.

7. Mitigation Coordination and Meetings - The CONSULTANT shall quantify wetland impacts and bring them to the attention of the Project Manager. Once a mitigation plan has been approved by the Project Manager, the CONSULTANT will be responsible for coordinating the proposed mitigation plan with the environmental agencies.

8. The CONSULTANT shall prepare a mitigation plan to be included as a part of the Environmental Resource and 404 permit applications. Prior to the development of alternatives, the CONSULTANT shall meet with the Project Manager to determine the County's policies in proposing mitigation. The CONSULTANT shall proceed in the development of a mitigation plan based upon the general guidelines provided by the Project Manager.

   The CONSULTANT shall investigate the following methods of mitigation:

   - Monetary participation in offsite regional mitigation plans
   - Monetary participation in a private mitigation bank
   - Creation/restoration on public lands
   - Creation/restoration on right-of-way purchased by the County
   - Creation/restoration on existing County right-of-way

   In the event that physical creation or restoration is the only feasible alternative to offset wetland impacts, the CONSULTANT shall collect all the data and information necessary to prepare alternative mitigation plans that will be acceptable to all permitting agencies and commenting agencies who are processing or reviewing the permit applications for the project.

   Prior to the selection of a final mitigation site(s), the CONSULTANT shall provide the following services in the development of alternative mitigation plans.

   - Preliminary jurisdictional determination for each proposed site
   - Selection of alternative sites
   - Coordination of alternative sites with the Project Manager and environmental agencies
   - Written narrative listing potential sites with justifications for both recommended and non-recommended sites.

9. The CONSULTANT shall develop mitigation plans to be included as part of the construction plans for the overall project. These plans shall include (at a minimum) the following sheets:

   - Cover Sheet
   - Quantities Sheet
   - Typical and Specific Notes Sheets
   - Geometry Plan View Sheet
   - Grading Plan View Sheet
   - Cross-sections Sheet
   - Planting Plan View Sheet
   - Typical Planting Sections Sheet

- Plant Specification and Notes Sheet
- Structures Sheets (if needed)
- Erosion Control Sheet
- Geotechnical Sheets

In addition, the CONSULTANT shall develop Special Provisions and Specifications, as needed, for construction of the mitigation plan. These Provisions and Specifications shall be included in the overall project contract documents.

10. Contamination – The CONSULTANT shall evaluate the project limits for possible contamination sites. All underground fuel tanks and monitoring wells within the proposed right-of-way are to be located and shown on the plans. Throughout the design process, the CONSULTANT shall relay to the DEPARTMENT any findings of contaminated soil, monitoring wells, or any features (particularly springs or sinks) relating to contamination or hazardous material. Any tank indicated to have been properly abandoned according to FDEP and EPA rules must be located within the existing or proposed right-of-way. All piping and pumps in association with the tanks shall also be located and identified by the survey.

11 The CONSULTANT shall be responsible for coordinating with the DEPARTMENT's Project Manager prior to beginning the design plans to determine if any special commitments have been made.

12. At the Pre-Construction Conference, the Engineer-of-Record (EOR) must be prepared to discuss erosion control, environmentally sensitive areas, and any known risk or special permit requirements on sensitive and major projects.

13. The CONSULTANT shall provide for agency coordination and mitigation for project impacts on threatened and endangered species as identified in the Final Preliminary Engineering Report and referenced Biological Assessment Report.

SECTION IV. STRUCTURE PLANS PACKAGE

The CONSULTANT shall prepare a Structures Plans Package. This work effort will utilize the LRFD design method in the analysis and design necessary to evaluate alternatives and prepare a complete set of construction plans and other necessary documents.

A. Bridge Development Memo (BDM):

This activity evaluates and identifies an economical, maintainable, aesthetically pleasing and safe structure. The CONSULTANT shall pick a superstructure type and compare several span lengths to determine an economical span length. The type of foundation element to be used for these bridges shall be based on the geotechnical data and the CONSULTANT's experience with similar type sites and bridges. The CONSULTANT shall consider construction methods, degree of future maintenance required, and aesthetics in determining the type of structure elements he recommends.

BDM Analysis and Memo:

The CONSULTANT shall prepare a Bridge Development Memo. This memo will be an abbreviated version of the Bridge Development Report (BDR) described in Chapter 26 of the FDOT Plans Preparation Manual (Volume 1). This memo shall be neatly written shall summarize the CONSULTANT's recommendations for bridge superstructure and substructure type.

Alternates to be considered include:

a. Superstructure: Prestressed concrete girders (AASHTO, Bulb-Tee)

b. Statical System: Simple spans and continuous spans

c. Foundation: Prestressed Concrete Piles (24"sq. min.)

d. Substructure: Piers
e. Retaining Walls: Consideration shall be given to the use of cast-in-place walls and proprietary wall systems (mechanically stabilized earth, MSE). Type, location, and length of walls should be indicated.

B. 30% Bridge Plans

The CONSULTANT shall prepare 30% plans to be submitted after the BDM approval. The DEPARTMENT shall concur with the recommended structure type before the CONSULTANT prepares 30% plans.

The CONSULTANT shall prepare 30% plan sheets, notes and details to include the following: key map (if not included in roadway plans), general notes, general plan and elevation, bridge hydraulic sheet, typical bridge section, foundation layout sheet, pier sheet and wall control drawings. The 30% Bridge Plans Package shall be when substantially complete for the COUNTY's review and comments

Bridge Geometry and Structure Design Analysis:

The CONSULTANT shall design the geometry for the project using design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management, and the type of construction and/or scope of work. The design elements shall include, but are not be limited to, the horizontal and vertical alignments, lane widths, shoulder widths, cross slopes, front and side slopes, lane transitions, and super-elevation. Structure design analysis elements shall include, but are not be limited to, foundations, end bents, intermediate bents or piers, caps, footings, superstructure elements, traffic railing barriers and walls.

C. 90% Bridge Plans

The 90% Bridge Plans Package shall be prepared by the CONSULTANT and submitted with the Phase III Roadway Package. This work effort includes the design analysis needed to prepare a complete set of 90% Bridge Plans and other necessary documents pursuant to the FDOT Plans Preparation Manual.

The CONSULTANT shall prepare 90% bridge plans for the substructure and superstructure alternative selected by the DEPARTMENT. The 30% bridge plans review comments and written responses shall be documented at the time of Phase III submittal.

The bridge design must include the approach slabs. The CONSULTANT shall prepare an erosion protection plan for bridge approaches, embankments and foundation construction. Wetland jurisdictional lines shall be delineated on the plan and elevation sheet.

D. Final Bridge Plans

The CONSULTANT shall prepare and submit plan sheets, notes, and details to include, but not limited to, the following: key map, general index, structures standard sheets, stage construction sequence sheet, bridge hydraulic recommendation sheet (BHRS), boring log sheet, finished grade sheet, pile layout sheet, end bent sheet, end bent details sheet, intermediate bent sheet, intermediate bent detail sheet, superstructure sheet, superstructure detail sheet, framing plan, prestressed beam and schedule, steel beam sheet, steel beam detail sheet, rebar schedule sheet, miscellaneous detail sheet, and approach slab sheet.

1. Design Calculations

   The CONSULTANT shall submit to the DEPARTMENT all reports, design and quantity calculation prepared during the development of the plans. The design calculations submitted shall adequately address the complete design of all bridge components. These calculations shall be neatly and logically presented on 8½ by 11 inch paper (where possible) and shall be signed and sealed by a registered professional engineer. A cover sheet indexing the contents of the calculations shall be included and all pages must be numbered.

2. Load Ratings

   The CONSULTANT shall be responsible for performing Load Ratings in accordance with AASHTO specifications and FDOT procedure 850-010-035. The FDOT's SALOD and BARS programs may be used for load ratings. Load ratings will be performed for all seven Florida legal truck types and the HS-20 design truck. The CONSULTANT will submit the Load Capacity Information sheet, a hard copy of the data and a copy of the input data on diskette with the 90% plans submittal. At final plans submittal a signed and sealed copy of the load rating shall be sent to the DEPARTMENT for transmittal to the FDOT District 1 Structures and Facilities Maintenance Engineer.

3. Bridge Number

   The CONSULTANT shall request a new bridge number from the FDOT District 1 Structures Facilities and Maintenance Engineer.

E. Retaining Wall Plans

The CONSULTANT shall prepare final plans for permanent retaining walls

SECTION V. SPECIFICATION PACKAGE

The CONSULTANT shall prepare and provide a complete Specifications Package, including Technical Special Provisions for all items of work not covered by the FDOT Standard Specifications, Supplemental Specifications or Recurring Special Provisions. The current Supplemental Specifications and Special Provisions are accessible on the FDOT Internet web site at the State Specifications Office web page (http://www11.myflorida.com/specificationsoffice/) under the Standard Specifications for Road and Bridge Construction & Implemented Modifications.

SECTION VI. SIGNING AND PAVEMENT MARKINGS

The CONSULTANT shall prepare plan sheets, notes, and details to include the following: Key Sheet, Tabulation of Quantities sheet(s), General Note sheet(s), Plan Sheet(s) only as necessary, Guide Sign Detail sheet(s), Metal/Concrete Pole detail(s) as applicable, and Service Point detail(s). Signs and pavement markings shall be designed in accordance with the elder road user policy. Existing roadway signs that are over three (3) years old will

qualify for replacement by the time of construction in accordance with the Routine Maintenance Performing Standards.

The CONSULTANT shall evaluate the use of rumble strips or reflective pavement markings to delineate the travel lanes from the shoulders.

Pavement markings for the project will be detailed through the use of notes and tabulation if the project is consistent of a typical pavement marking. In the event pavement markings are particular to an intersection or urban setting then the CONSULTANT shall detail the markings for that area in a clear manner for construction.

If necessary, the CONSULTANT shall also provide for lighted overhead signing (truss or cantilever) and/or overhead span wire signing, if appropriate.

In an urban setting curb/gutter and signing and pavement markings shall be detailed.

The CONSULTANT shall be responsible for the design of any sign support to be built integrally with the structures included in this Scope. The CONSULTANT shall show all details (anchor bolt size, bolt circle, bolt length, etc.) as well as all design assumptions (wind loads, moments, torsion, etc.) used in arriving at those details.

The FDOT's Structures Design office has computer programs available to the CONSULTANT for the design of cantilever and truss supports.

SECTION VII. LIGHTING

The CONSULTANT shall prepare bridge and roadway lighting plans for the project.

No Lighting Justification Report will be required. The DEPARTMENT desires bridge deck lighting, imbedded in the deck, to light the lane lines, edge of pavement and the gutterlines. Similar lighting is desired in the roadway. The CONSULTANT shall also investigate the use of embedded lighting in the barrier. No below deck lighting will be provided. The limits of lighting shall be discussed with and agreed to with the DEPARTMENT.

Navigational lighting will be required for the channel and fender system under Bridge C. No channel lighting will be required for Bridge B.

A. Lighting Design Analysis Memo

The CONSULTANT shall prepare a lighting design memo that includes the two bridges. The memo shall include the evaluation of various manufacturer's systems for the imbedded lighting. Availability, performance, product cost, maintenance and ease of installation shall be considered and a recommendation of which product(s) to use shall be presented.

B. Voltage Drop Calculations

The CONSULTANT shall submit voltage drop calculations showing the equations used, along with length of each circuit, size conductors used and their ohm resistance values. Load analysis calculations shall be submitted for each branch circuit breaker and main breaker.

C. FDEP Coordination and Report

The CONSULTANT shall coordinate with the Florida Department of Environmental Protection (FDEP) and submit a report to include provisions for preventing the disorientation of sea turtles as required by the FDEP.

D. Design Documentation

The CONSULTANT shall submit a Lighting Design Documentation Book which includes:

- Lightning calculations
- Bid item quantities
- Letter to the power company requesting service
- Power company confirmation letter on requested services
- Voltage drop calculations
- Load analysis calculations

E. Quantities and Cost Estimate

The CONSULTANT shall calculate quantities and prepare cost estimates for the lighting systems.

F. Technical Special Provisions

Any technical special provisions required for the bridge lighting shall be prepared by the CONSULTANT.

SECTION VIII. AESTHETICS AND LANDSCAPING

The Consultant will apply the following scope of services and tasks to approximately 2.4miles of roadway along the Sanibel Causeway from Bridge B to Sanibel Island.

A. 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.

B. 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).

C. 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 11"X17" format.

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

D. 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) 11"x17" sets of drawings. 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.

E. 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 three (3) 11"x17" sets of drawings. 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.

F. 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.

G. 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.

H. 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.

8.3 The fee for services included in this Task (Task 8) will be negotiated with the Consultant after award of the construction contract.

I. Task #9 – Reimbursables

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

J. Task #10 – Structural Aesthetics and Input

The Consultant shall provide aesthetics input for: retaining wall design; colors for bridge and wall structural components; railing colors and finishes; selection and location of site furnishings; and storm water treatment areas. Consideration of the conceptual aesthetics developed in conjunction with public meetings shall be taken into account. Plan sheets, detail sheets, quantities and specifications to be developed by other professional disciplines.

K. Task #11 – Meetings

The Consultant shall prepare renderings for meetings as described in the Public Involvement portion of the project, and shall attend up to three additional meetings.

SECTION IX. DESIGN / RIGHT-OF-WAY SURVEYS

A. General

The CONSULTANT shall perform all survey services necessary to prepare the right-of-way maps, legal descriptions, engineering design and construction plans. Survey services and deliverable data must be in accordance with the DEPARTMENT's current procedures, including special instructions and directions issued in writing by the DEPARTMENT. Survey services must also comply with all pertinent Florida Statutes (F.S.) and applicable rules in the Florida Administrative Code (F.A.C.). All field survey data will be furnished in a digital format, readily available for input and use in CADD Design files.

B. Design/Right-of-Way Survey

Any of the above Survey Services necessary for this project shall be conducted utilizing ENGLISH UNITS, shall be tied to the Florida State Plane coordinate System on N.A.D 1983/90 or later horizontal datum and N.G.V.D. 1929 vertical datum, and shall be performed by the CONSULTANT.

All survey work must be accomplished in accordance with the FDOT's Location Survey Manual. This work must comply with minimum technical standards for surveyors, pursuant to Chapter 472.027, F.S., and any special instructions from the DEPARTMENT. This work also must comply with the FDEP rules, Chapter 18-5 F.A.C., pursuant to Chapter 177 F.S., when applicable.

Unless otherwise directed by the DEPARTMENT, all survey work must be submitted in Electronic Field Book (EFB) Format or Cadastral Electronic Field Book (CEFB) Format.

Original field books shall become the property of the DEPARTMENT upon completion of the project.

C. Certified Right-of-Way Control Survey Drawings

The field right-of-way survey is to be presented in the format of a certified drawing on standard size reproducible film. The CONSULTANT shall certify this drawing as a Right-of-Way Control Survey that meets the Minimum Technical Standards adopted by the Florida Department of Professional Regulation, Board of Land Surveyors, Chapter 61G17-6 of the F.A.C. and FDOT procedure 550-030-015.

These survey drawings, the Key Map and the Detail Map shall be prepared to a scale that is acceptable to the DEPARTMENT.

Unless otherwise directed, the surveyor shall furnish the DEPARTMENT with four (4) signed, sealed and certified copies of the above maps along with the original.

1. The Key Map certified drawing shall depict the following data:

    a. Complete centerline alignment data, including beginning of survey station, all curve data, bearings on all tangent lines along the centerline, all intermediate control point stations, and end of survey station. All control points must be identified as to type of material set at each respective point.

    b. All section lines, all quarter section lines, and all quarter-quarter section lines when pertinent must be shown with the station where their intersection with centerline or baseline of survey occurs, a distance from the nearest corner to centerline, and bearings and distances to all corners. Type of corner, either found or set, should be spelled out or identified by a legend. All ties will be shown to depict a closed traverse to assure acceptable closure.

c. A separate sheet depicting all of the centerline or baseline control reference points and reference points for Public Land Survey corners as per FDOT Rule Chapter 14-47.003 F.A.C., indicating type of material used for each respective reference point. This sheet does not need to be plotted to scale.

d. Sheet 1 of key map should contain all pertinent general survey notes and "certification".

D. Bridge Survey

1. Verify existing plans/drawings. Obtain plans/drawings of existing structures, if available.

2. Verify existing structures and conditions.

3. Verify skew and/or curve from existing plans.

4. Verify vertical and horizontal clearances with existing plans.

5. Locate benchmarks and control points.

6. Reference a minimum of two (2) project alignment points (one beyond each end of the bridge) such as a P.C., P.T., P.I., P.O.T., etc. Place these references safely out of the construction work zone.

7. Profile centerline of bridge at each bent/pier location.

8. The DTM must include side roads within survey project limits.

9. Any bridge data including centerline, profiles, structure details, etc. must be in EFB/CEFB Zone 2. This data will not be included in the DTM.

10. DTM specifications are as follows:

    Collect complete DTM data 2000 ft. (enough to cover tying back to existing alignment) prior to the beginning of the bridge to 2000 ft. beyond the end of the bridge. The DTM should be a minimum of 200 ft. wide.

11. Locate all underground utilities horizontally and vertically within survey project limits and all utilities on/or attached to bridge.

12. Perform standard sectional tie(s), property ties, and T.I.I.T.F. Survey, if required.

13. Establish a channel centerline or channel survey baseline, if applicable, with station and angle ties to the project alignment. Note this channel centerline can be computed from historical survey data, existing channel topography, etc., and initially does not have to be field located.

14. Additional cross section specifications:

    a. Channel cross sections must be taken approximately one (1) times the bridge length upstream and one (1) times bridge length downstream (if not within the previous DTM limits).

    b. Channel cross sections should be perpendicular to the flood plain. The Drainage/Hydraulics Engineer will determine this cross section width. The total cross section width will not be less than 1.5 times the bridge length.

15. Include elevation/soundings at each existing bent on the downstream side in the DTM.

16. Obtain extreme high water elevation in reference to NGVD or NAVD. Also note elevation or height of highest light stain line on bridge piles.

17. Obtain normal high water elevation in reference to NGVD or NAVD. Note elevation or height of heavy stain line on bridge piles.

18. Measure present water level data including elevation, location, date(s), and general flow direction(s).

19. If there is a water level staff gage on or near the bridge, equate an elevation to an even staff gage reading. Example: Elevation 106.0 equals 13.0 staff reading on gage.

E. Specifications

All of the above survey work must be accomplished in accordance with the FDOT's Location Survey Manual. This work must comply with the Minimum Technical Standards for Land Surveyors Rule 61G17-6, F.A.C., pursuant to Section 472.027, F.S. and any special instructions from the DEPARTMENT. This survey also must comply with the Department of Natural Resources Rule, Chapter 18-5, F.A.C, pursuant to Chapter 177, F.S., and the Department of Environmental Regulations State Jurisdiction Boundary Surveys where applicable.

SECTIONX. RIGHT-OF-WAY MAPS

A. General

The CONSULTANT shall be responsible for the complete preparation of right-of-way maps for the project. Complete Right-of-Way Key Maps and Detail Sheets shall be prepared in accordance with the FDOT's Right-of-Way Mapping Procedure 550-030-015. Right-of-Way detail maps shall be line drawings prepared to DEPARTMENT size and format. The CONSULTANT will submit Key Maps, Detail Sheets and Legal Descriptions to the DEPARTMENT for review at stages of completion as specified by the DEPARTMENT.

B. Right-of-Way Coordination

1. Initial Right-of-way Field Review – A field review will be conducted to evaluate the need for minor adjustments to the roadway alignment and the identification of houses, business or other right-of-way parcels requiring special consideration (i.e. access, circulation, parking, deliveries, drainage, etc.).

2. Right-of-Way Review Meeting – A roundtable review meeting will be conducted after the initial right-of-way requirements have been set and reviewed by the CONSULTANT and DEPARTMENT's Project Manager. This meeting will evaluate the right-of-way requirements. All right-of-way issues identified during the meeting shall be resolved prior to final right-of-way submittal.

3. Final Right-of-Way Field Review - A field review will occur after right-of-way requirements and property lines are established (60% - 90% right-of-way maps).

C. Land and R/W Lines Analysis & Calculation

This effort shall be done in accordance with the FDOT's Right-of-Way Mapping Procedure 550-030-015.

D. Right-of-Way Maps

The CONSULTANT shall be responsible for determining and justifying rights-of-way required by his design that is beyond the rights-of-way identified in prior studies and estimates. The CONSULTANT shall make every reasonable effort to minimize the limits of right-of-way acquisition through the creative use of existing right-of-way, especially in areas with right-of-way restrictions. The CONSULTANT shall be responsible for the complete preparation of preliminary and final right-of-way maps for the full length of the project. Complete Right-of-Way Key Maps and Detail Maps shall be prepared in accordance with the FDOT's Right-of-Way Mapping Procedure 550-030-015 and in compliance with the Minimum Technical Standards as set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, F.S. Right-of-Way Detail Maps shall be line drawings (not on aerial photobase) prepared to FDOT size and format. The CONSULTANT shall identify all areas that require Title Search.

T.I.I.T.F. sketches shall be done to meet F.D.E.P.'s requirements.

The CONSULTANT will submit Key Maps and Detail Maps to the DEPARTMENT for review at the following stages of completion with data as specified.

1. 30% maps

    a. Project alignment with station ties and curve data

    b. All existing rights-of-way, including maintained rights-of-way

    c. All pertinent land lines that include section and quarter section lines, and quarter-quarter section lines where applicable, tied to the baseline of survey and identified as to section, township and range

    d. All subdivision boundaries and blocks tied to the baseline of survey. All blocks, lots and streets within subdivisions that are affected by right-of-way acquisition and/or along the project corridor must be shown.

    e. Subdivision names and limits with recording information

    f. Cross road alignments

    g. Copies of subdivision plats and copies of field survey notes showing alignment, land line ties and improvements (topography)

2. 60% maps

    a. Proposed right-of-way lines and controlling baselines with dimensions

    b. Property lines

    c. Improvements (topography)

The CONSULTANT shall submit the right-of-way requirements, marked up (marked in red or highlighted) on either a right-of-way map or on plan and profile.

3. 90% maps

    a. Dimensions for all takings and remainders

b. Completed tabulation sheet

c. Limits of construction

4. 100% maps - Completed right-of-way Maps and Detail Maps

All maps and sketches must be done on CADD and submitted on disk in microstation.dgn and AUTOCAD format. The guidelines established for right-of-way mapping CADD projects are found in the following documents:

a. Right-of-Way Mapping CADD Handbook

b. Right-of-Way Mapping Handbook

c. Right-of-Way Mapping Procedure (Florida Department of Transportation Document Number 550-30-015)

d. CADD Roadway Standards and Guidelines

SECTION XI. PUBLIC INFORMATION MEETINGS

A. Development of Community Awareness Plan (CAP):

The CONSULTANT will prepare a Community Awareness Plan. The objective of the plan is to notify local governments, affected property owners, tenants, and the public of the DEPARTMENT's proposed construction and the anticipated impact of that construction. In addition to the benefits of advance notification, the process should allow the DEPARTMENT to resolve controversial issues during the design phase.

B. Coordinate Meeting with Local Officials

Meetings shall be held with the City of Sanibel City Council to present the pier, railing and color alternatives. After architectural alternatives have been selected by the City Council, 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 DEPARTMENT Management and Planning for their consideration.

C. 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 pier, railing and color alternatives selected by the Sanibel City Council.

1. The CONSULTANT shall prepare and/or provide:

    a. Agenda for the meetings
    b. Provide three (3) sets of the architectural renderings of the proposed pier spacing, pier, rail and color alternatives for information purposes
    c. Letters for notification of elected and appointed officials/residences/tenants/owners
    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 bridges.

    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 Meeting. Two (2) newspaper ads will be published, the first shall be seven (7) days in advance of and the second will be one (1) day before the meeting. 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 the 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.

i. The Public Information Meeting is anticipated to be held after DEPARTMENT review of the 30% submittals.

D. 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. Information from this list will also be used in the CAP plan.

b. 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

c. 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.

d. 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 DEPARTMENT in preparing responses to any public inquiries as a result of the Public Involvement Process.

E. Newsletter

The CONSULTANT shall prepare three (3) 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 provide details and renderings of the architectural elements selected for the bridge including an overall rendering of the bridge. The third newsletter will announce receipt of the US Coast Guard permit and anticipated construction date. DEPARTMENT review prior to mailing is required.

F. 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 DEPARTMENT for their records.

SECTIONXII. GEOTECHNICAL SERVICES

The CONSULTANT shall be responsible for a geotechnical investigation as specified hereinafter. All work performed by the CONSULTANT shall be in accordance with FDOT standards, the Soils and Foundations Handbook, related directives, Federal Highway Administration Checklist and Guidelines for review of Geotechnical Reports and Preliminary Plans and Specifications, FDOT Standard Indexes for Work Zone Traffic Controls and Pavement Coring and Evaluation Procedure.

Prior to beginning the investigation and after the Notice to Proceed is given, the CONSULTANT shall submit a detailed investigation plan and schedule. The CONSULTANT shall schedule a meeting with the DEPARTMENT to finalize the investigation plan one week after its submission. The investigation plan shall include, but is not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the projects site. Testing frequencies may vary from the guidelines contained in this section when agreed to by the DEPARTMENT and the Consultant.

The CONSULTANT shall notify the DEPARTMENT in adequate time to schedule a representative to attend all related conferences.

A. Roadway Erosion Control

The CONSULTANT shall evaluate methods of "roadway scour protection" to protect the causeway roadway from storm damage and erosion. The Consultant shall meet with the DEPARTMENT prior to starting the study to establish criteria for storm and erosion events, along with desired levels of protection. Riprap, seawalls, sheet piles and other methods as discussed in the Final PER should be considered. The Consultant shall prepare a report with cost estimates, drawings and recommendations along with the Geotechnical Report.

B. Pile Load Testing Program

The CONSULTANT shall evaluate the necessity of a pile load testing program and provide the DEPARTMENT with written recommendations. The CONSULTANT shall develop a detailed testing program using the available subsurface soil data. The testing program shall consider dynamically and statically load tested piles. A preliminary cost estimate of the pile testing program must also be included in the recommendations. The CONSULTANT shall include an estimated amount in his Fee Proposal to cover the Pile Load Testing Program. This money can only be expended with written approval of the COUNTY.

C. Field Investigation – Roadway

The soils investigation for roadways shall be prepared using the following guidelines:

1. One 5 ft. auger boring per 100 ft. per lane pair. Borings shall be performed along the proposed roadway alignment, proposed detour alignments, approaches to structures and any affected portions of side streets. (New construction and widening of 6 ft. or greater.)

2. One auger boring to 5 ft. below the bottom of cross drain extensions that are 36 in. in diameter or larger.

3. One 20 ft. auger boring per 500 ft. of alignment, if an enclosed storm sewer system is proposed.

4. Soil samples for laboratory soil testing will be obtained on a minimum frequency of 3 samples per stratum per mile.

5. Limerock Bearing Ratio (LBR) samples shall be obtained at a frequency of 3 per mile per stratum.

6. A minimum of two auger borings with a minimum depth of 5 ft. below the deepest elevation of the pond per acre of pond and a minimum of two field permeability tests per pond or one field permeability test per acre of pond (whichever is greater). The tests should be evenly distributed between the anticipated confining strata and the anticipated permeable strata.

7. Double ring infiltrometer tests, as necessary, for proposed swale areas.

8. Auger borings and permeability tests (exfiltration) as necessary in exfiltration trench areas.

9. Use U.S.G.S. and S.C.S. maps to identify areas of organic soils.

10. Determine the vertical and horizontal extent of compressible strata (i.e. muck, peat, clay, etc.).

11. Pavement cores will be obtained as directed at the scope meeting or at 500 feet interval or minimum of three cores, where asphalt pavement rehabilitation is proposed.

For the convenience of the CONSULTANT, continuous SPT borings may be substituted for any auger boring at the contract unit rate for auger borings.

D. Field Investigation – Structures

The geotechnical investigation for structural foundations includes bridges, temporary and permanent retaining walls, temporary and permanent sheet piling, major sign and signal foundations, and high embankment fills. The investigation shall be prepared using the following guidelines:

1. Standard Penetration Test (SPT) borings at each bridge bent/pier location, or at the interval of 100 ft.

2. SPT borings at an interval of 150 ft. along proposed (permanent or temporary) retaining and sheet piling wall locations.

3. At least one SPT boring at proposed major sign and major signal foundations.

4. SPT borings are to be sampled on 2.5 centers. All SPT borings shall include collection of soil consistency data from the ground surface to termination depth. . All soil strata encountered shall be classified using the Unified Soil Classification System.

5. Continuous SPT borings to a depth of 15 ft. below proposed foundation bearing elevation.

6. When cohesive soils are encountered at the bridge approach borings, undisturbed samples of cohesive soils shall be obtained in accordance with FDOT standards.

7. Rock coring when rock is encountered. A SPT shall be performed at the bottom of each core run. Core runs shall be of 4-inch diameter or larger and shall not be longer than 5 ft.

8. Additional specialized field testing as required by needs of project.

Field sampling and testing is also to include the testing of soils and/or water for the determination of environmental class for the substructure and superstructure. However, corrosion series tests will not be performed for mast arm foundations except when high chloride levels are expected.

E. Laboratory Testing

All laboratory testing will be performed in accordance with Florida Sampling and Testing Methods or AASHTO or ASTM or by related directives. Laboratory testing will include the following as required by the needs of the project:

1. Organic Content

2. Moisture Content

3. Sieve Analysis (#10, #40, #60 & #200 for soil survey)

4. Particle Size Analysis with Hydrometer

5. Specific Gravity

6. Torvane Sensitivity and Pocket Penetrometer in all undisturbed samples before sealing the tubes.

7. Atterberg Limits for soil classification

8. Consolidation with an unload/reload cycle near the existing effective overburden pressure

9. Triaxial and/or direct shear

10. Corrosion Series at proposed bridges and for new culverts and storm sewers

11. Limerock Bearing Ratio

12. Aggregate Gradation

13. Unconfined compression and tensile testing of rock cores

F. Roadway Report

The roadway report shall include, but not be limited to:

1. Copies of U.S.G.S. and S.C.S. maps with project limits and beginning/ending station shown

2. A preliminary report of tests sheet which summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to the FDOT Standard Indices. The preliminary report shall be submitted as part of the 30% roadway plan submittal.

3. Estimated seasonal high and/or low groundwater levels, as required for design purposes

4. Design LBR

5. A description of the site and subsoil conditions, design recommendations and a discussion of any special considerations (i.e. removal of unsuitable material, recompression of weak soils, estimated settlement time/amount, groundwater control, etc.)

6. Evaluation of embankment slope stability and settlement and the roadway embankment protection from design storm. Scour elevations will be provided by others for use in the embankment protection design.

7. Appendices containing stratified soil boring profiles, laboratory test data sheets, design LBR calculation/graphs, and any other pertinent information

In addition to the roadway report, the roadway design CONSULTANT will also plot the stratified boring profiles on the original roadway cross-sections and have the geotechnical SUBCONSULTANT review for correctness. A Final Report shall be submitted prior to the 90% roadway plan submittal. The Final Report shall include responses to all comments the DEPARTMENT may have had during the review of the Preliminary Report.

G. Structures Report

The structures report shall contain the following discussions as appropriate for the assigned project phase:

1. Summary of structure background data

2. Evaluation of structure foundation alternatives including the following:

   - prestressed concrete piling (24 and 30 inch square)
   - drilled shafts (36 and 48 inch diameter)
   - other feasible foundations types

3. Recommendation for most practical foundations types will be given along with the basis for selection

4. Analysis of allowable and/or ultimate foundation capacity and settlement potential for all feasible alternatives. Foundation capacity analyses shall be performed using FDOT approved methods. For pile foundations, provide graphs of Estimated Davisson Capacity and Ultimate Side Friction versus tip elevation and a preliminary Pile Data Table. For drilled shaft foundations, provide

graphs of Ultimate Capacity and Ultimate Side Friction versus tip elevation and a preliminary Drilled Shaft Data Table. . Design scour elevations will be provided by others for inclusion in the foundation analyses.

5. The structural engineer will evaluate the lateral load analysis. The geotechnical engineer will provide a table containing all geotechnical input parameters necessary for the analyses. The Structural engineer will coordinate with the geotechnical engineer to insure that the geotechnical and structural model is correct.

6. Evaluation of external stability for conventional retaining walls and mechanically/reinforced earth wall systems in accordance with the Structures Design Guidelines

7. Evaluation of temporary or permanent wall systems, if necessary

8. Report of Core Boring sheet(s), including environmental classification and specialized construction requirements

9. Summary of soil test results

10. Evaluation of lateral earth pressures on underground structures, if necessary (i.e. box culverts, retaining wall, etc.)

12. Evaluation of anticipated effects from vibration due to driving of any proposed new piling adjacent to existing structures and/or utilities. This evaluation should also consider the affects of future pile driving operations. If piling for future widening will be required in close proximity to proprietary retaining walls, this piling shall be installed in advance of these walls. The CONSULTANT shall provide recommendations relative to measures to be taken to monitor, reduce and mitigate construction vibration, which may affect surrounding facilities The DEPARTMENT will determine if future widening is needs to be considered.

13. Construction information addressing the following items:

    a. Estimated maximum driving resistance anticipated for pile foundations

    b. Recommendations for footing or shaft installation, or other site preparation soils-related construction considerations with plan sheets, as necessary

14. Preliminary draft special provisions required for construction that are not addressed in the FDOT's Standard Specifications.

15. Appendices containing SPT boring profiles, data from any specialized field tests, laboratory test data sheets, engineering analysis notes/calculations, a complete FHWA check list and any other pertinent information

16. The report shall be clear and easy to follow. All pertinent information shall be easy to find. The text and design summary, tables, shall be in the body of the report. Report of Core Boring sheets and foundation capacity curves along with all other information shall be organized in appendices. A preliminary report for structures shall be submitted with the 30% structures plans. A Final Report for Structures shall be submitted prior to 90% structural plan submittal. It shall contain responses to all comments the DEPARTMENT may have had after reviewing the Preliminary Report for Structures.

H. Plans Review

The prime CONSULTANT shall provide the geotechnical SUBCONSULTANT the opportunity to review plans as they are being developed.

SECTION XIII. PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

A. Governing Regulations

The services performed by the CONSULTANT shall be in compliance with all applicable FDOT Manuals and Guidelines. The FDOT Manuals and Guidelines incorporate, by requirement or reference, all applicable State and Federal regulations. The current edition, including updates, of the following FDOT Manuals and Guidelines shall be used in the performance of this work. It shall be the CONSULTANT's responsibility to acquire and utilize the necessary manuals that apply to the design work required to complete this project.

1. Florida Department of Transportation Plans Preparation Manual
2. Florida Department of Transportation Roadway and Traffic Design Standards
3. Florida Department of Transportation Bicycle Facilities Planning and Design Handbook
4. Florida Department of Transportation Pedestrian Facilities Planning and Design Handbook
5. Florida Department of Transportation Right-of-Way Mapping Handbook
6. Florida Department of Transportation Right-of-Way Mapping CADD Handbook
7. Florida Department of Transportation Location Survey Manual
8. Florida Department of Transportation EFB User Guide (Electronic Field Book)
9. Florida Department of Transportation Drainage Manual
10. Florida Department of Transportation Crossdrain Handbook
11. Florida Department of Transportation Soils and Foundations Handbook
12. Florida Department of Transportation LRFD Structures Design Guidelines
13. Florida Department of Transportation CADD Roadway Standards Manual
14. Florida Department of Transportation Roadway CADD Handbook
15. AASHTO Load and Resistance Factor Design Specifications for Bridges
16. MUTCD
17. American Disabilities Act
18. Elder Road User Act
19. MUTS Manual
20. Florida Department of Transportation Structures CADD Manual

21. Florida Department of Transportation Structures Detailing Manual

22. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Street and Highways

23. Florida Department of Transportation Stormwater Management Manual

24. Florida Department of Transportation Basis of Estimates Handbook

25. Florida Department of Transportation Standard Drawings for Structures

26. Federal Highway Administration Best Management Practices for Erosion and Sediment Control

27. Florida Department of Transportation Utility Accommodation Manual

28. Florida Department of Transportation Flexible Pavement Design Manual

The following provisions shall apply:

1. Roadway Improvements

   All plans and design are to be prepared in accordance with the latest standards adopted by AASHTO, FDOT Standard Specifications, FDOT current memorandums, and the current editions of the FDOT Roadway Plans Preparation Manual, FDOT Flexible Pavement Design Manual, FDOT Drainage Manual and shall be accurate, legible, complete in design, and drawn to the appropriate scale, and furnished in reproducible form on material acceptable to the DEPARTMENT.

2. Drainage Services

   All drainage plans and designs are to be prepared in accordance with current FDOT memorandums, FDOT Drainage Manual, 23 CFR 650, and other CONSULTANT Plans Submittal Requirements.

3. Environmental Services

   a. Stormwater and Surface Water

      Plans shall be prepared in accordance with Chapter 62-25 F.A.C., Regulation of Stormwater Discharge. Surface water management aspects of the plans shall be in accordance with Chapter 14-86, F.A.C., as applicable. Chapter 62-25, F.A.C. is administered by the FDEP, and FDOT administers Chapter 14-86, F.A.C.

      The requirements of 40 CFR 122.26 shall also be considered. The Stormwater Pollution Prevention shall meet the requirements of the DEPARTMENT and the Environmental Protection Agency/NPDES (National Pollutant Discharge Elimination System) permit for construction sites.

      In addition to these State and Federal permitting requirements, any stormwater management permitting required by local governments for FDOT and DEPARTMENT projects shall be prepared in accordance with their specific regulations.

   b. Permits

      All applicable data shall be prepared in accordance with Chapter 403, F.S., as implemented in Chapter 62, F.A.C. The data shall also be in accordance with Federal Regulations; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition to these State and Federal permitting requirements, any dredge and fill permitting required by local

governments for FDOT and DEPARTMENT projects shall be prepared in accordance with their specific regulations.

4. Geotechnical Services

Work shall be performed in accordance with the FDOT Soils and Foundations Handbook with all tests performed as specified in the manual using the appropriate AASHTO and ASTM standard testing methods.

5. Structure Plans

All plans and designs are to be prepared in accordance with the latest AASHTO LRFD Design Specifications, FDOT Standard Specifications, Structures Design Guidelines, Structures Detailing Manual, and directions from the State Structures Design Engineer, FDOT District Structures Design Office and/or Lee County Department of Transportation.

6. Signing and Marking Plans

All plans are to be prepared in accordance with the latest design standards and practices (Manual on Uniform Traffic Control Devices), FDOT Standard Specifications, Indexes, FDOT Plans Preparation Manual, and instructions issued by the DEPARTMENT to the CONSULTANT. All plans shall be accurate, legible, complete in design and drawn to the scale as directed by the DEPARTMENT and furnished in reproducible form.

7. Utilities

All work shall be in accordance with the FDOT's Utility Manual, Standard Specifications, current memorandums, Plans Preparation Manual, and instructions as issued by the DEPARTMENT to the CONSULTANT, and shall be accurate, legible, complete in design, drawn to the appropriate scale and furnished in reproducible form on material acceptable to the DEPARTMENT.

8. Construction Contract Duration

The CONSULTANT shall establish the construction contract duration for the subject project. A guideline has been created by the FDOT and may be used by the CONSULTANT.

9. Structure Load Ratings

At final plans submittal, a signed and sealed copy of load ratings shall be prepared for the FDOT District 7 Structures and Facilities Office and transmitted to the DEPARTMENT Project Manager.

B. Project Schedule

The CONSULTANT shall submit a project schedule as part of the negotiation process to be negotiated and approved by the DEPARTMENT. The project schedule shall consist of the FDOT Activity/Event numbers and descriptions utilizing the Critical Path Method of Scheduling.

C. Key Personnel

The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by the DEPARTMENT's Project Manager.

D. Progress Reporting

The CONSULTANT may be requested to meet with the DEPARTMENT periodically and to provide written progress reports, which describe the work performed on each task. Progress reports shall be delivered to the DEPARTMENT on a monthly basis. Upon receipt of the monthly invoice, the Project

Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

E. Meetings and Presentations

The CONSULTANT shall attend a Notice-To-Proceed Meeting with DEPARTMENT representatives, where relevant project information will be provided by the DEPARTMENT, 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 DEPARTMENT. Such meetings and presentations may be held at any hour between 8:00 A.M. and 10:00 P.M. on any day of the week. The CONSULTANT shall attend all Pre-Construction and Utility meetings.

F. Quality Control

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

The CONSULTANT shall provide a Quality Control Plan, which describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall submit a Quality Control Plan within 20 (twenty) calendar days of the written Notice to Proceed. The responsible Professional Engineer or Professional Surveyor that performs the Quality Control design review will sign a statement certifying that the review was conducted.

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

G. Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the DEPARTMENT for their records within one (1) week of the receipt or mailing of said correspondence.

H. Professional Endorsement

The CONSULTANT shall furnish to the DEPARTMENT, upon final plans acceptance, the original contract plans package, one set of record prints, one set of special provisions and all reference and support documents utilized in the preparation of the contract plans package. The record prints, the special provisions and all reference and support documents shall be professionally endorsed (signed, sealed and certified) by the CONSULTANT's Professional Engineer in responsible charge of the project's design. The professional endorsement shall be performed in accordance with the rules of the Board of Professional Engineers.

I. Liaison Office

The DEPARTMENT and the CONSULTANT will designate a Liaison Office and a Project Manager who shall be the representative of the their respective organization for the Project.

J. Additional Services

At the DEPARTMENT's option, the CONSULTANT may be requested to provide additional services. The fee for these services shall be negotiated in accordance with the terms detailed in the Standard Consultant Agreement or supplemental agreements for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s).

K. Submittals

The CONSULTANT shall be responsible for detailed plans checking as outlined in the FDOT Plans Preparation Manual. This includes showing a checklist of the items listed in the FDOT Plans Preparation Manual for each submittal that has been completed. Plans must meet the minimum contents of a particular phase submittal prior to submission for review. The CONSULTANT shall provide copies of the required documents as directed by the DEPARTMENT.

The CONSULTANT's schedule should allow for a four-week review time for all scheduled submittals.

L. Computer Automation

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The FDOT makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual. The CONSULTANT will submit final documents and files as described therein. Additional related information is found in the FDOT Plans Preparation Manual.

SECTION XIV. METHOD OF COMPENSATION

Payment for the work accomplished will be in accordance with DEPARTMENT procedures for Standard Consultant Agreements for Professional Services. Invoices shall be submitted in a format prescribed by the DEPARTMENT. The DEPARTMENT's Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the DEPARTMENT.

SECTION XV. OTHER SPECIAL AREAS (MISCELLANEOUS ITEMS)

A. Plans Update and Maintenance

The CONSULTANT shall perform engineering analyses and/or make revisions to original reproducibles or special provisions, as requested by the DEPARTMENT, to reflect additions, deletions and/or modifications prior to and subsequent to letting. Whenever original reproducibles are changed, the CONSULTANT shall submit to the DEPARTMENT one (1) set of signed and sealed prints of the revised sheets with the revised reproducibles. This requirement is in addition to any other reproduction and delivery instruction given by the DEPARTMENT in specific instances.

B. Post-Design Services

These services are intended to address changed conditions that occur following acceptance of final plans. The CONSULTANT shall provide to the DEPARTMENT additional services as required to satisfactorily complete construction. These services are intended to deal with changed conditions or services not covered and are not intended for instances of CONSULTANT errors and/or omissions. The fee(s) for these services shall be established if and when said services are required.

C. Construction Assistance

The CONSULTANT shall provide to the DEPARTMENT qualified representation during the construction phase to deal with issues concerning the intent and interpretation of the construction contract plans and documents prepared in the work. Should changed conditions be encountered in the field and when requested by the DEPARTMENT, the CONSULTANT shall respond in a timely manner with suitable engineering solutions, which take into account the changed conditions.

On site appearance of CONSULTANT shall be made during construction at the request of the DEPARTMENT or its designated representative.

From time to time during construction the CONSULTANT may be requested by the DEPARTMENT or its designated representative to review contractor proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.

The CONSULTANT is required to attend Pre-Utility and Pre-Construction meetings on the project. The CONSULTANT may be required to attend Partnering Meetings if the project is identified as a partnering project.

D. Review of Shop Drawings

The CONSULTANT shall review and comment on Shop Drawing submittals until the submittal is in compliance with the design intent.

EXHIBIT B

Date: 14 February 2003

COMPENSATION AND METHOD OF PAYMENT

for Causeway Reconstruction and Replacement of Structures B and C

Sanibel Island Causeway Improvements

Section 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Roadway Plans Package	$606,184.38	N.T.E.	W.I.P.P.
2	Structure Plans Package	$859,634.66	N.T.E.	W.I.P.P.
3	Specification Package	$56,584.24	N.T.E.	W.I.P.P.
4	Signing and Pavement Marking	incl. In Task 1	N.T.E.	W.I.P.P.
5	Lighting	$77,711.54	N.T.E.	W.I.P.P.
6	Aesthetics and Landscaping	$316,650.03	N.T.E.	W.I.P.P.
7	Design / Right-of-Way Surveys	$205,687.22	N.T.E.	W.I.P.P.
8	Right-of-Way Maps	$32,302.69	N.T.E.	W.I.P.P.
9	Public Information Meetings	$60,851.41	N.T.E.	W.I.P.P.
10	Geotechnical Services	$350,324.71	N.T.E.	W.I.P.P.
11	Project Requirements and Provisions for Work	$138,922.12	N.T.E.	W.I.P.P.
12	Other Special Areas (Miscellaneous Items)	$47,534.01	N.T.E.	W.I.P.P.
13	Out-of-Pocket Expenses	$113,213.53	L.S.	W.I.P.P.
14	Test Pile Program (to be expended only with authorization by the COUNTY)	$ 265,000.00	N.T.E.	W.I.P.P.
TOTAL		$3,130,600.55		

(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 14 February 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 14 February 2003, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

*

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 14 February 2003

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for Causeway Reconstruction and Replacement of Structures B and C

Sanibel Island Causeway Improvements
(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	$60.98	2.8774	$175.46
Specification Writer	$35.33	2.8774	$101.66
Cost Estimator	$35.47	2.8774	$102.06
Discipline Leader	$48.77	2.8774	$140.33
Chief Bridge Engineer	$60.53	2.8774	$174.17
Chief Environmentalist	$56.36	2.8774	$162.17
Senior Bridge Engineer	$40.04	2.8774	$115.21
Senior Environmentalist	$45.03	2.8774	$129.57
Senior Engineer	$34.90	2.8774	$100.42
Bridge Engineer	$30.08	2.8774	$86.55
Engineer	$27.06	2.8774	$77.86
Environmentalist	$34.21	2.8774	$98.44
Senior Bridge Technician	$31.31	2.8774	$90.09
Senior Technician	$25.62	2.8774	$73.72
Technician	$19.33	2.8774	$55.62
Administrative	$15.72	2.8774	$45.23

*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: 14 February 2003

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for Causeway Reconstruction and Replacement of Structures B and C

Sanibel Island Causeway Improvements
(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)

(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	$ 35.90	3.2	$ 115.00
Engineer VIII	$ 43.27	3.1	$ 135.00
Engineer IV	$ 30.50	3.1	$ 95.00
Ecologist IV	$ 37.61	2.8	$ 105.00
CAD Technician IV	$ 19.74	3.4	$ 68.00
Administrative - Clerical	$ 16.30	2.3	$ 38.00
SurveyorII	????	????	85.00
4 man survey crew (daily rate)	---	---	$1120.00/day

*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: 14 February 2003

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for Causeway Reconstruction and Replacement of Structures B and C

Sanibel Island Causeway Improvements
(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME: AIM Engineering and Surveying
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Senior Professional Land Surveyor	$38.25	3.0166	$115.39
Professional Land Surveyor	$30.05	3.0166	$90.65
CAD Technician	$23.14	3.0166	$69.80
4 man survey crew (daily rate)	---	---	$1138.00/day

*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: 14 February 2003

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for Causeway Reconstruction and Replacement of Structures B and C

Sanibel Island Causeway Improvements
(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME: Universal Engineering Sciences
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Senior Engineer	31.25	2.9870	$93.35
Staff Engineer	20.67	2.9870	$61.74
Senior Engineering Technician	13.75	2.9870	$41.07
Drafter, CAD	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".

Date: 14 February 2003

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for Causeway Reconstruction and Replacement of Structures B and C

Sanibel Island Causeway Improvements
(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
Administration	$18.07	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".

Date: 14 February 2003

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for Causeway Reconstruction and Replacement of Structures B and C

Sanibel Island Causeway Improvements
(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME: Hydrosystems Inc.
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Senior Hydraulic Engineer	$65.88	2.7104	$178.56
Hydraulic Engineer	$34.87	2.7104	$94.51
Senior Field Technician	$22.40	2.7104	$60.71
Engineer	$21.38	2.7104	$57.95
Chief Engineer	$53.99	2.7104	$146.33
Clerical	$12.50	2.7104	$33.88

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

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

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

ATTACHMENT NO. 2 TO EXHIBIT B

Date: 14 February 2003

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for Causeway Reconstruction and Replacement of Structures B and C

Sanibel Island Causeway Improvements
(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME URS Corporation Southern
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
~~Telephone (Long Distance)~~	~~Actual Cost~~
~~Postage and Shipping~~	~~Actual Cost~~
~~Commercial Air Travel~~	~~Actual Cost (Coach)~~
~~Vehicle Travel Allowance (or)~~	~~$0.29/Mile~~
~~Vehicle Rental/Gas~~	~~Actual Cost~~
~~Lodging (Per Person)~~	~~Actual Cost or NTE $85.00~~
~~Meals: (Breakfast)~~	~~NTE $3.00~~
~~(Lunch)~~	~~NTE $6.00~~
~~(Dinner)~~	~~NTE $12.00~~
~~Reproduction (Photocopy) 8 ½" x 11"~~	~~$0.15/Page~~
~~8 ½" x 14"~~	~~$0.20/Page~~
~~11" x 14"~~	~~$0.35/Page~~
~~Reproduction (Blue/White Prints)~~	~~$0.20/Sq. Ft.~~
~~Printing/Binding~~	~~Actual Cost~~
~~Mylar Sheets~~	~~Actual Cost~~
~~Photographic Supplies & Services~~	~~Actual Cost~~
~~Tolls~~	~~Actual Cost~~
~~*List other specific project related reimbursables (i.e. film/developing):~~	
LUMP SUM AMOUNT (as agreed to by COUNTY)	**$ 113,213.53**
~~**NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).**~~	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed

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EXHIBIT C

Date: 14 FEBRUARY 2003

TIME AND SCHEDULE OF PERFORMANCE

for Causeway Reconstruction and Replacement of Structures B and C

Sanibel Island Causeway Improvements
(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 Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
1	Roadway Plans Package	450	660
2	Structure Plans Package	540	660
3	Specification Package	90	660
4	Signing and Pavement Markings	60	660
5	Lighting	90	660
6	Aesthetics and Landscaping	300	660
7	Design / Right-of-Way Surveys	120	300
8	Right-of-Way Maps	150	660
9	Public Information Meetings	120	600
10	Geotechnical Services	270	660
11	Project Requirements and Provisions for Work	390	660
12	Other Special Areas (Miscellaneous Items)	90	750
13	Out-of-Pocket Expenses	660	660
14	Pile Test Program	To be determined	To be determined

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EXHIBIT D

Date: 14 FEBRUARY 2003

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

for Causeway Reconstruction and Replacement of Structures B and C

Sanibel Island Causeway Improvements

(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
Roadway, Drainage, Utilities, Signing & Pvmt Marking,	Johnson Engineering 2158 Johnson Street Ft. Myers, FL 33902		X		X	
Public Involvement	Cella & Associates 2125 First Street, Suite 201 Ft Myers, FL 33901	X		WBE	X	
Survey, Right-of-Way	AIM Engineering & Survey 500 Lee Boulevard Lehigh Acres, FL 33971-1026		X		X	
Geotechnical	Universal Engineering Sciences 1205-D Elizabeth Street Punta Gorda, FL 33950		X		X	
Hydraulics	Hydrosystems 1221 N. Brightwater Boulevard Tampa, FL 33617-1708		X		X	

CMO:035
09/25/01

EXHIBIT E

Date: 14 FEBRUARY 2003

PROJECT GUIDELINES AND CRITERIA

for Causeway Reconstruction and Replacement of Bridges B and C

Sanibel Island Causeway Improvements
(Enter Project Name from Page 1 of the Agreement)

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

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

Item No. 1: Out-of-Pocket expenses will be paid as a lump sum agreed to between the COUNTY and the CONSULTANT and shown in Attachment No. 2 to Exhibit B.

Item No. 2: The BDR effort is to be an abbreviated effort from what is normally required by the FDOT. The CONSULTANT shall still evaluate span lengths and prestressed beam types for the most economical. The CONSULTANT shall select what he judges to be the foundation element type most well suited to the project, based on geotechnical information . A comparative financial evaluation of replacement versus rehabilitation will not be necessary due to the discover of several badly deteriorated beams on the bridges and the necessity to recently replace one span on Bridge B.

Item No 3: A test pile program will be investigated by the CONSULTANT and proposed if it is thought that savings in pile cost can be obtained by such a program. The COUNTY will establish a provisional amount for this program; however, before these funds can be expended, the COUTY must approve the pile test program and authorize the CONSULTANT to proceed with it.

CMO:036
09/25/01

EXHIBIT F
DATE: 14 FEBRUARY 2003

TRUTH IN NEGOTIATION CERTIFICATE

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Lee County Board of County Commissioners for the project known as: Causewau Reconstruction and Replacement of Structures B and C – Sanibel island Causeway Improvements

(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: M.C. Sperato

TITLE: Regional/Divisional Controller

The foregoing instrument was signed and acknowledged before me this 14 day of February, 03, by Mike Sperato who has produced N/A personally known to me as identification.
(Print or Type Name) (Type of Identification and Number)

Lisa Frattini
Notary Public Signature

Lisa Frattini
Printed Name of Notary Public

11-14-04
Notary Commission Number/Expiration

LISA FRATTINI
Notary Public - State of Florida
My Commission Expires Nov 14, 2004
Commission # CC980602

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

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

INSURED

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

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

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