

## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and Atkins North America, Inc. hereinafter referred to as the "CONSULTANT".

### WITNESSETH

WHEREAS, the COUNTY desires to obtain the professional services of said CONSULTANT to provide and perform professional services as further described hereinafter concerning the Project to be referred to and identified as: CN180087LAC Architectural Design Services & Construction Oversight for LeeTran's Passenger Amenities Program; 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 applicable Lee County Administrative Codes.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

### 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 attached EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES" and additionally provide such services in compliance with all Federal terms, conditions, provisions, certifications, affidavits, and alike as set forth in attached EXHIBIT "P", entitled "PROJECT FUNDING PACKAGE", which shall be inclusive of original solicitation package with CONSULTANT executed documents, grant funding provisions, and addendums.

### 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 refers to the Board of County Commissioners of Lee County, a charter County and political subdivision of the State of Florida, and any official or employee duly authorized to act on the COUNTY'S behalf relative to this Agreement.

#### 2.02 CONSULTANT

The term CONSULTANT refers to the individual or firm offering professional services that, by

execution of this Agreement, is 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.

#### 2.03 PROFESSIONAL SERVICES

The term PROFESSIONAL SERVICES refers to all of the services, work, materials and related professional, technical and administrative activities to be provided and performed by the CONSULTANT and its employees, including all sub-consultants and subcontractors engaged by the CONSULTANT, to complete the services required pursuant to the covenants, terms and provisions of this Agreement.

#### 2.04 SUB-CONSULTANT

The term SUB-CONSULTANT refers to any individual or firm offering professional services that is engaged by the CONSULTANT to assist 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 may not be deemed a party to, responsible or liable for, or assume any obligation whatsoever with respect to any Agreement between the CONSULTANT and any SUB-CONSULTANT.

#### 2.05 SUBCONTRACTOR

The term SUBCONTRACTOR refers to any individual, company or firm providing services other than professional services that is engaged by the CONSULTANT to assist 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 may not be deemed a party to, responsible or liable for, or assume any obligation whatsoever for any Agreement between the CONSULTANT and any SUBCONTRACTOR.

#### 2.06 PROJECT

The term PROJECT refers 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 refers to the professional services set forth and required pursuant to this Agreement as described in further detail in the attached EXHIBIT "A".

#### 2.08 ADDITIONAL SERVICES

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

#### 2.09 CHANGE ORDER

The term CHANGE ORDER refers to a written document, CHANGE ORDER AGREEMENT, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon Scope of Professional Services and Tasks, Compensation and Method of Payment, Time and Schedule of Performance, or Project Guidelines and Criteria as such were set forth and agreed to in the initial AGREEMENT, SUPPLEMENTAL TASK AUTHORIZATIONS, or previous CHANGE ORDERS issued thereto. The CHANGE ORDER document, which must be executed on a Lee County standard form, will 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.

CHANGE ORDERS will be identified as follows: (1) Owner changes: These will be additional services. (2) Changes due to design errors or omissions: Design services for these will be at no cost to the County. Change orders resulting from gross negligence on the part of the CONSULTANT team may be required to be paid for by CONSULTANT in full, including equipment. (3) Changes due to differing site conditions: These will be additional services. The CONSULTANT will review all contract requests for change orders and make recommendations to the County. The CONSULTANT will periodically meet to review Change Orders to determine the nature of the change orders and the proper disposition thereof. The CONSULTANT will not be held liable for costs of that portion of any CHANGE ORDER that the County would have borne in the absence of any error or omission or otherwise results in the "betterment" of the project.

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 that 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, Tasks, or Requirements set forth in the initial Agreement, Supplemental Task Authorization or previously authorized Change Order, 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.

Should errors, omissions or conflicts in the drawings, specification or other Contract Documents prepared by or through the CONSULTANT be discovered, the CONSULTANT will prepare and submit to the County, within five working days unless otherwise authorized by the County, such amendments or supplementary documents to address the errors, omissions or conflicts, and provide consultation as may be required, for which the CONSULTANT will make no additional charges to the County.

## 2.10 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.

## 2.11 DEPARTMENT DIRECTOR

The term DEPARTMENT DIRECTOR refers 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 designated representative, shall act on behalf of the COUNTY to execute any and all CHANGE ORDERS or SUPPLEMENTAL TASK

AUTHORIZATIONS 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, (4) other changes relative to BASIC SERVICES and ADDITIONAL SERVICES pursuant to this Agreement, including CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS pertaining thereto. The DEPARTMENT DIRECTOR is 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, including approved CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS.

## 2.12 PROJECT MANAGER

The term PROJECT MANAGER refers 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 duly approved SUPPLEMENTAL TASK AUTHORIZATIONS and CHANGE ORDERS. The PROJECT MANAGER is not authorized to and may 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 whatsoever 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; or, (3) The amount of compensation the COUNTY is obligated or committed to pay the CONSULTANT. The PROJECT MANAGER will 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 expenses, as provided for in this Agreement, CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS.

## 2.13 LUMP SUM FEES

Lump Sum Fees, 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-consultants and/or subcontractors, out-of-pocket expenses and costs, professional service fees and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant as may be required and/or necessary to complete each and every task set forth in the Scope of Professional Services, Exhibit "A", or as may be set in subsequent Supplemental Task Authorizations, and/or Change Orders agreed to in writing by both parties to this Agreement.

## 2.14 NOT-TO-EXCEED FEES

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

For the actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to Exhibit

"B", as attached, and any approved Change Orders or Supplemental Task Authorizations; 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 this Agreement and any approved Change Orders or Supplemental Task Authorizations; and

With the understanding and agreement that the COUNTY will 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 will 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 or Sub-Task 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 Tasks or Sub-Tasks shall not exceed the amount of the total Not-to-Exceed compensation established and agreed to for each specific Task or Sub-Task. In the event the amount of compensation for any Task or Sub-Task 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 or Sub-Task.

### **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 include, but are not 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 that, 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-consultants or subcontractors 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-Consultants and/or SubContractors 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-consultants and/or subcontractors 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-consultants or subcontractors 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-consultants or subcontractors 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

Consistent with the provisions of FS s. 725.08, CONSULTANT agrees to indemnify and hold harmless the COUNTY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT, including, but not limited to sub-consultants, sub-contractors and materialmen, in the performance of this contract, including any Change Orders or Supplemental Task Authorizations. CONSULTANT and COUNTY agree that the monetary limitation on the indemnification provided under this contract is limited to the full amount of the contract award (i.e. Compensation to be paid Consultant as set forth in the attached Exhibit B), including any sums added or subtracted from the contract award through Change Orders or Supplemental Task Authorizations. Consistent with FS s. 768.28, COUNTY agrees that CONSULTANT will not be liable for damages arising out of the negligence of the COUNTY, its officers or employees.

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-consultants or subcontractors pursuant to this Agreement. CONSULTANT shall require all of its employees, sub-consultants and subcontractors 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 estimates shall be considered valid and effective for a period of six (6) months from the date of the COUNTY'S acceptance of the estimates.

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

(3) Cost Estimates

#### (A) ORDER OF MAGNITUDE ESTIMATE

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

#### (B) BUDGET ESTIMATE

Budget in this case applies to the COUNTY'S budget and not to the budget as a project controlled document. A budget is prepared with the use of flowsheets, layouts, and equipment

details. This type of estimate shall be accurate within plus twenty-five percent (25.0%). If the bids, as described above, fail to meet this prescribed accuracy, the cost associated with the preparation and development of the BUDGET ESTIMATE shall be recoverable by the COUNTY.

(C) CONSTRUCTION COST ESTIMATE.

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

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

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

In the event (1) the CONSULTANT'S modification of the design, specifications, drawings and related bidding and contract documents; and, (2) the re-solicitation of bids or price proposals do not result in bids or price proposals being received from a responsive and responsible bidder or proposer that are within the established percent accuracy of the CONSULTANT'S CONSTRUCTION COST ESTIMATE, the costs associated with the CONSULTANT'S preparation and development of the CONSTRUCTION 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 bids or priced proposals. If under such circumstances the COUNTY concurs with the CONSULTANT'S recommendation and rejects the bids or priced proposals, 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 TASK AUTHORIZATIONS" or "CHANGE ORDERS" under the Agreement. The CONSULTANT shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the CONSULTANT for any ADDITIONAL SERVICES unless and until a written "SUPPLEMENTAL TASK AUTHORIZATIONS" or "CHANGE ORDER" shall have been agreed to and executed by both parties.

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

### 3.12 TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

### 3.13 COMPLETION OF TASKS

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

## 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 attached EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA".

#### (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 will 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 as set forth and prescribed in attached EXHIBIT "B", or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement and evidenced by a written and duly approved Change Order.

#### 5.02 ADDITIONAL SERVICES

The COUNTY will pay the CONSULTANT for all ADDITIONAL SERVICES that 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 attached EXHIBIT "B" or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written Change Order or Supplemental Task Authorization executed by both parties.

#### 5.03 METHOD OF PAYMENT

##### (1) MONTHLY STATEMENTS

The CONSULTANT is entitled to submit no more than one invoice statement to the COUNTY each calendar month covering services rendered during the preceding calendar month. The CONSULTANT'S invoice statements must be itemized to correspond to the basis of compensation as set forth in the Agreement, CHANGE ORDERS, or SUPPLEMENTAL TASK AUTHORIZATIONS. The CONSULTANT'S invoice statements must contain a breakdown of charges, description of services and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement, CHANGE ORDERS, and/or SUPPLEMENTAL TASK AUTHORIZATIONS.

(2) PAYMENT FOR SERVICES PERFORMED

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

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

Payment will be made upon receipt of a proper invoice and in compliance with FL § Chapter 218, otherwise known as the "Florida Prompt Payment Act," and, pursuant to the Lee County Board of County Commissioners payment policies as described herein. 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 payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of the payment 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 forty-five (45) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

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

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

**5.05 PAYMENT WHEN SERVICES ARE SUSPENDED**

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

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

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and, (3) and/or are modified by the subsequent issuance of SUPPLEMENTAL TASK AUTHORIZATIONS and/or CHANGE ORDERS, 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, cancelled or decreased.

**ARTICLE 6.00 - TIME AND SCHEDULE OF PERFORMANCE**

**6.01 NOTICE TO PROCEED**

Following the award of this Solicitation to the CONSULTANT by the Lee County Board of County Commissioners, 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 until completion of the CONSULTANT's work.

**6.02 TIME OF PERFORMANCE**

The CONSULTANT agrees to complete the services required pursuant to this Agreement within the time periods for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in attached EXHIBIT "C", entitled "TIME AND SCHEDULE OF PERFORMANCE."

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-consultants and/or subcontractors, 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 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 encountered by the CONSULTANT, or its sub-consultants and/or subcontractors, is due to unforeseen causes and not attributable to their fault or neglect.

#### **6.03 CONSULTANT WORK SCHEDULE**

The CONSULTANT is required 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 must set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services as set forth in EXHIBIT "C" 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 must 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 CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS issued thereto.

#### **ARTICLE 7.00 - SECURING AGREEMENT**

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

#### **ARTICLE 8.00 - CONFLICT OF INTEREST**

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

If CONSULTANT, for itself and on behalf of its subconsultants, is about to engage in representing

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

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

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 provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the CONSULTANT may assign its rights if given written authorization by the County. 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-consultants and/or subcontractors set forth in attached EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS".

#### **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 of 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-consultants, subcontractors, 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 coverage's 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 Sub-Contractors to assist the CONSULTANT in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverage's 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 Sub-Contractors engaged by the CONSULTANT is not covered by the CONSULTANT'S INSURANCE POLICY(s), it shall be the responsibility of the CONSULTANT to ensure that all Sub-Consultants or Sub-Contractors have fully complied with the COUNTY insurance requirements for: (1) Worker's Compensation; (2) Commercial General Liability; (3) Commercial 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-Consultants or Sub-Contractors 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
---	-------------------------------------

NONE

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

13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

- (1) The CONSULTANT shall submit to the PROCUREMENT MANAGEMENT DEPARTMENT for review by the COUNTY'S RISK MANAGEMENT DIVISION all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements.
- (2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.
- (3) Each Certificate of Insurance submitted to the COUNTY shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.
- (4) Each Certificate of Insurance shall be addressed to the Lee County Board of County Commissioners, Attention: Lee County Procurement 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 coverage's 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 Task Authorizations, or Change Orders thereto, and the limits 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) 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. 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 amounts, or

exclusions or exemptions to the insurance coverage 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 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 of Insurance, or Certified Binder, not later than fifteen (15) calendar days after the date of their expiration. Failure of the CONSULTANT to provide the COUNTY with such renewal certificates shall be considered justification for the COUNTY to terminate this Agreement.
- (8) If any of the insurance coverages required by this Agreement shall reach the date of expiration indicated on the approved Certificates 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 insurance coverages in the type, amounts and in conformance with the minimum requirements provided by Exhibit "G" Insurance.

### **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, and as provided in any written SUPPLEMENTAL TASK AUTHORIZATION or CHANGE ORDER issued hereunder.

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 changes to: (1) the cost or compensation to be paid the construction contractor; or, (2) the time for completing the work as required and agreed to in the construction contract; or, (3) the scope of the work set forth in the construction contract documents, unless such representation is specifically provided for, set forth and authorized in this Agreement or thereto.

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

stated hereinabove.

#### **ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS**

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

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

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

Any use by the COUNTY of said documents, and data and information contained therein, obtained by the COUNTY under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the risk of the COUNTY, and without liability to the CONSULTANT.

#### **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.

CONSULTANT specifically acknowledges its obligations to comply with §119.0701, F.S., with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services required under this Agreement;

- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology system of the COUNTY.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, [publicrecords@leegov.com](mailto:publicrecords@leegov.com); <http://www.leegov.com/publicrecords>.**

#### **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".
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment".
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance".
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultants and SubContractors".
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria".
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate".
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles".

- (9) EXHIBIT "I" entitled "Project Funding Package"

**ARTICLE 20.00 - NOTICES AND ADDRESS OF RECORD**

**20.01 NOTICES BY CONSULTANT TO COUNTY**

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

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

**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:

Name: Atkins North America, Inc.  
Address: 1514 Broadway, Suite 202  
City, State Zip: Fort Myers, FL 33901  
Phone and Fax No.: 239-271-3410  
ATTENTION: Matthew Taylor  
Email: Matthew.Taylor@atkinsglobal.com

**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 a Supplemental Task Authorization or Change Order Agreement. The COUNTY shall provide written notice to the CONSULTANT in order to implement a

stoppage, suspension, supplement or change.

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

#### 21.01 CONSULTANT TO DELIVER MATERIAL

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

#### ARTICLE 22.00 - AMENDMENTS

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

#### ARTICLE 23.00 - MODIFICATIONS

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

If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

**ARTICLE 25.00 – VENUE**

Venue for any administrative and/or legal action arising under this Agreement shall be in Lee County, Florida.

**ARTICLE 26.00 – NO THIRD PARTY BENEFICIARIES**

Both parties explicitly agree, and this Agreement states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

**ARTICLE 27.00 – AUTHORITY TO PIGGYBACK**

During the Term of this Agreement, CONSULTANT agrees to extend the same terms, covenants and conditions available to the COUNTY under this Agreement to other public agencies that have authority to purchase from another public agency's competitively solicited contract. Each public agency that intends to make purchases under this Agreement must deal directly with the CONSULTANT in all matters related to the purchase(s), including ordering, acceptance and invoicing, and such public agencies are exclusively responsible for the payment of all purchases.

[The remainder of this page intentionally left blank.]

**ARTICLE 28.00 - 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 the day and year last written below. The effective date for this Agreement shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the CONSULTANT.

ATTEST:  
CLERK OF CIRCUIT COURT  
Linda Doggett, Clerk

COUNTY: LEE COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Chair

DATE: \_\_\_\_\_

APPROVED as to Form for the Reliance of Lee County  
Only

BY: \_\_\_\_\_  
County Attorney's Office

ATKINS NORTH AMERICA, INC.

ATTEST:

BY: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Authorized Signature Printed Name

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Authorized Signature Title

**Jayanth Jayaram**  
Assistant Secretary

DATE: 11/5/18

CORPORATE SEAL:



SCOPE OF PROFESSIONAL SERVICES

for CN180087LAC Architectural Design Services & Construction Oversight for LeeTran's Passenger Amenities Program

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

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

Provide professional engineering and architectural design services for LeeTran's Passenger Amenities Program.

The CONSULTANT shall provide professional engineering and consulting services associated with the design of landing pads, passenger shelters, amenities, and bus route infrastructure improvements, emphasizing ADA improvements, at various bus stop locations throughout Lee County. The CONSULTANT shall serve as the Engineer of Record for the Project. The CONSULTANT shall prepare construction documents of sufficient detail for the construction phase, prepare bid documents including plans, technical specifications, prepare applications and obtain all necessary permits (permit fees to be paid for by LeeTran), provide engineering services during the bidding process, preconstruction process, and may include construction administrative services as determined by the County. This procurement is funded by the Florida Department of Transportation (FDOT) and the Federal Transit Administration (FTA) and must comply with current FTA required clauses, certifications, and regulations and applicable FDOT regulations.

As the part of the construction management, the CONSULTANT shall follow and ensure compliance with the plans and specifications of all the applicable drawings as produced by the CONSULTANT and additionally shall follow and ensure the Lee County standard construction processes and procedures as outlined and referenced herein are followed. The construction management shall also include oversight of the compliance with all federal requirements contained in the Federal Transit Administration (FTA) Master Grant Agreement, found here <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>, including FTA Circular 4220.1 F, FTA Best Practices and Procedures, Disadvantaged Business Enterprise (DBE) reporting/monitoring and Davis Bacon Wage Act.

CONSULTANT shall be responsible for completing all FTA required Independent Cost Estimates (ICE) and Price or Costs Analysis associated with each request and processing of each Supplemental Task Authorization (STA).

The Project includes three distinct parts:

1. **SHELTERS WITH COMPLETED DESIGN PLANS:** Review of the partial and/or completed engineering and design of approximately 39 bus shelters for the issuance of permits and oversight of the construction of these shelters. CONSULTANT shall provide revisions or recommendations to the COUNTY as necessary to ensure existing engineering and designs meet the current building codes and Americans with Disabilities Act (ADA) requirements. Revisions shall be presented to the COUNTY and upon approval, CONSULTANT shall provide revised designs.
2. **ADA COMPLIANCE TO EXISTING LOCATIONS:** Design of approximately 102 existing LeeTran bus stops to include compliance with the most current regulations under the ADA that relate to bus stops, landing pads, shelters, amenities, and bus route infrastructure improvement and construction management of these passenger amenities.

3. **CONSTRUCTION COMPLIANCE:** It is the intent for LeeTran to manage the day to day issues during the construction phase of the project, with the CONSULTANT providing the following tasks:
  - Review shop drawings, respond to requests for clarification, and conduct up to (2) site visits per site as requested by LeeTran;
  - Preparation of punch list and;
  - Certification of Final Completion to LeeTran;
  - Preparation of revised cost estimate in the event of change orders;
  - Provide Observation Report from each site visit;
  - Provide As-Built based on information provided by the contractor and post construction inspection (Note: this will be based off post construction site inspection and not as-built surveys);
  - Review and approval of construction pay apps;
  - Review and approve final payment checklist from contractor.

The work shall include performing engineering analysis, survey, sight distance evaluation, line of sight evaluation, checking adequate stopping distance, drainage conveyance, verification of available right-of-way or easements, right-of-way and building permitting, and meeting State and Federal guidelines. The scope includes the provision of conceptual, preliminary, and final design; assistance obtaining required permits and preparation of associated documents; engineer signed, sealed, and certificated drawings for each bus stop location and route infrastructure improvement.

Each stop location, both Shelters with Existing Design Plans and ADA compliance locations, shall be designed as a stand-alone set of plans. Plans will be let together or individually in separate packages for construction depending on proximity to one another. The signed and sealed structural design and details for the shelter structures shall be provided to the CONSULTANT by LeeTran's chosen shelter vendor.

Any additional right-of-way or easements needed for the bus stops or the CONSULTANT shall identify route infrastructure improvements prior to 90% plans submittal. The CONSULTANT shall identify for LeeTran which locations will need right-of-way or easements, and meet to discuss design alternatives. All property owner coordination and negotiations for easements and right-of-way shall be handled by COUNTY with assistance from the CONSULTANT.

Locations will be issued and/or grouped at the Department's discretion and processed via a Supplemental Task Authorization (STA). No work is guaranteed.

#### APPLICABLE STANDARDS

All plans and designs furnished by the CONSULTANT are to be prepared with English Units. The current editions, including updates, at the time this agreement is executed, of the following manuals and guidelines shall be used as resources and reference materials in the performance of the CONSULTANT's work:

1. Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Streets and Highways, Florida Department of Transportation (FDOT), (Florida Green Book) - current edition;
2. AASHTO Roadside Design Guide, current edition;
3. FDOT Roadway Plan Preparation Manual;
4. FDOT Roadway and Traffic Design Standards, current edition;
5. FDOT Standard Specifications for Road and Bridge Construction, current edition;
6. FDOT Basis of Estimates Handbook;
7. FDOT's Districts One and Seven Transit Facility Handbook;
8. MUTCD, current edition;
9. FDOT Drainage Manuals, Vol. 1-4;
10. FDOT Structures Design Guidelines;
11. 2010 ADA Standards for Accessible Design;
12. SFWMD Chapter 40E-4.051 Exemptions from Permitting;
13. Accessing Transit - Design Handbook for Florida Bus Passenger Facilities, Ver. III, 2013;
14. The most current regulations established in the Americans with Disabilities Act.

15. Chapter 337.408, Florida Statutes, "Regulation of bus stops, benches, transit shelters, street light poles, waste disposal receptacles, and modular news racks within rights-of-way"
16. Florida Administrative Code Rule Chapter 14-20 "Private Use of Right-of-Way"
17. Section 341.051, Florida Statutes, "Administration and financing of public transit and intercity bus service programs and projects"

Listing of the above reference materials is not intended to establish these documents design standards or criteria to be used on this project. Selection of appropriate standards and criteria for design of roadway elements is influenced by several factors including, but not limited to traffic volume and composition, governmental policies, rules and regulations, desired levels of service, terrain features, roadside developments, existing conditions, environmental considerations, budgetary constraints, and other individual characteristics of the existing conditions. The CONSULTANT shall decide which design standards and criteria shall be used based on an evaluation of these and other factors.

## PERMITTING

All permitting fees associated with the work described herein shall be responsibility of CONSULTANT.

## HARDCOPY & ELECTRONIC FILES

The CONSULTANT shall provide three sets of plans printed single-sided on 11"x17" paper as well as electronic files of all drawings, reports, and specifications for each location where, when and as requested and detailed herein. Drawings will be in PDF as well as MicroStation Release V8i (or higher) and compatible with AutoCAD. Reports, specifications, and other written material shall be prepared in Microsoft Office 2016 (Word / Excel), or saved to an older version compatible with Lee County. Project Management scheduling and coordination shall be prepared using Microsoft Project software. All electronic files shall be submitted on a CD-ROM, flash-drive, or email.

In the event of a conflict between the signed and sealed construction documents prepared by the CONSULTANT and the electronic files, the signed and sealed hard copy construction documents shall govern. New electronic files shall be prepared by the CONSULTANT to match the signed and sealed hard copy construction documents, should this event arise.

## 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".

### PROJECT SCOPE PART 1 – REVIEW OF SHELTERS WITH DESIGN PLANS

Review of the partial and/or completed engineering and design of approximately 39 bus shelters for the issuance of permits and the oversight of the construction phase of these shelters.

#### Task 1 - Project Administration and Management

- A. Meetings: The CONSULTANT shall provide project progress reports by email, letter, or fax to LeeTran personnel on a monthly basis (or as invoiced). The CONSULTANT shall attend meetings with LeeTran for project review and/or coordination, as requested.
- B. COUNTY Coordination and Review: The CONSULTANT shall coordinate with COUNTY and LeeTran operations regarding the placement/location of the shelter. The CONSULTANT shall review the previously completed plans and submit Construction Plans for LeeTran/COUNTY review and comment. LeeTran/COUNTY will review the plans and prepare comments on the CONSULTANT's review of the previously completed design. The CONSULTANT shall provide responses to LeeTran/COUNTY's comments via letter, email, or fax.

- C. Project Scheduling: The CONSULTANT shall prepare an overall project schedule using Microsoft Project. The schedule shall be provided to LeeTran in electronic format and on paper in a readable scale within 10 business days of the Notice to Proceed. The CONSULTANT shall provide LeeTran an updated Microsoft Project schedule to reflect actual project progress with each submittal phase.

Task One Deliverables:

- Project Schedule in Microsoft Project software format, "11x17" in a readable scale;
- Monthly project progress reports with proposed schedule for upcoming period;
- Minutes of each meeting distributed to each attendee and others as requested by LeeTran;
- Necessary graphics, notes, exhibits, schedules, tables, or other material used to facilitate meetings with LeeTran;
- Written responses to LeeTran comments at each design submittal stage via letter, email, or fax;
- Completion of review of the previously designed shelter plans

Task 2 – Final Phase (100%) Plans

The Final Phase (100%) plans may include modifications or revisions to the previously designed plans and construction plans as a result of COUNTY/LeeTran review and comment. The Final Phase (100%) plans submittal package shall include:

- A. Final Phase (100%) Plans: The CONSULTANT shall prepare and submit modifications or revisions to all plans based on COUNTY/LeeTran review of the plans.
- B. Construction Cost Opinion: The CONSULTANT shall submit on company letterhead an opinion of probable construction costs for each design plan. As part of the estimate, the CONSULTANT shall attach to the letter a detailed list showing each bid item, bid number, bid item description, unit of measurement, and an estimated unit price. The estimate shall be based on available historical cost data for the relative project size.
- C. Construction Permitting: The CONSULTANT shall obtain necessary building and site permits. The CONSULTANT shall also prepare the necessary forms to obtain a necessary right-of-way use permit for each bus. These forms should be delivered with the 100% plans for inclusion in the construction package to be utilized by the contractor.

Task Two Deliverables:

- Written responses to LeeTran's comments;
- 100% Construction Cost Opinion with each design plan
- 100% Plans.

Task 3 – Bid Phase Services

Provide Bidding Phase Services, which are limited to:

- Provide Engineer's Opinion of Cost with each associated design plan.
- Provide scope of work details to be utilized in construction phase solicitation package.
- Perform review of COUNTY issued solicitation package prior to advertisement.
- Attendance and participation at up to (3) pre-bid meetings total for the project.
- Provide review and response to Requests for Information and Addenda items during the solicitation process.
- Review contractor submissions received and provide Recommendation for Award or Concurrence to Recommendation for award to COUNTY.

Design of approximately 102 existing LeeTran bus stops to include compliance with the most current regulations under the ADA that relate to bus stops, landing pads, shelters, amenities, and bus route infrastructure improvement and provide construction management and oversight of these improvements. Includes design of relocation of bus stop should relocation be necessary to comply with the most current regulations under the ADA.

#### Task 1 - Project Administration and Management

- A. Meetings: The CONSULTANT shall provide project progress reports by email, letter, or fax to LeeTran personnel on a monthly basis (or as invoiced). The CONSULTANT shall attend meetings with LeeTran for project review and/or coordination, as requested.
- B. COUNTY Coordination and Review: The CONSULTANT shall coordinate with COUNTY and LeeTran operations regarding the improvement, or relocation of the bus stop/shelter. The CONSULTANT shall prepare and submit Construction Plans for LeeTran/COUNTY review and comment at the 90% submittal phase. LeeTran/COUNTY will review the plans and prepare comments on the CONSULTANT's design. The CONSULTANT shall provide responses to LeeTran/COUNTY's comments via letter, email, or fax.
- C. Project Scheduling: The CONSULTANT shall prepare an overall project schedule using Microsoft Project. The schedule shall be provided to LeeTran in electronic format and on paper in a readable scale within 10 business days of the Notice to Proceed. The CONSULTANT shall provide LeeTran an updated Microsoft Project schedule to reflect actual project progress with each submittal phase.
- D. Utility Coordination: A survey of the existing utilities based upon above ground location of identifiable physical appurtenances shall be performed, as part of the Specific Purpose Survey as outlined in Task 3 and any available record plan data will be used. Any identified conflicts shall be shown in the design plans with a note on the plan sheet to the contractor and reflected in the overall project schedule.

#### Task One Deliverables:

- Project Schedule in Microsoft Project software format, "11x17" in a readable scale;
- Monthly project progress reports with proposed schedule for upcoming period;
- Minutes of each meeting distributed to each attendee and others as requested by LeeTran;
- Necessary graphics, notes, exhibits, schedules, tables, or other material used to facilitate meetings with LeeTran;
- Written responses to LeeTran comments at each design submittal stage via letter, email, or fax.

#### Task 2 – Design Phase (Conceptual) Plans

- A. Field Reviews: The CONSULTANT shall conduct project site visits in order to identify site features that are out of the ordinary or do not meet current ADA and building regulations. Existing features that may influence the site design will ultimately determine the area to be delineated for data collection. The CONSULTANT shall obtain available data pertinent to the project, as needed, such as, but not limited to digital aerial photography, roadway drawings, driveway drawings, sidewalk drawings, drainage maps, and tax maps. All information available at LeeTran offices shall be at no cost to the CONSULTANT. However, it is the CONSULTANT's responsibility to coordinate and collect data from each agency, as required. It is anticipated that one person from the CONSULTANT's firm will conduct the reviews within 30 days of the Notice to Proceed.

- B. Preliminary Sketch: Based on findings from the field review, the CONSULTANT shall provide a preliminary sketch on an aerial map for the existing and/or proposed bus stop installation. This sketch will provide the basis for LeeTran and the CONSULTANT to make a go / no-go decision on the proposed location. These sketches should include approximate distances and measurements.

Task Two Deliverables:

- Three sets of Preliminary site design sketches over aerial imagery (11"x17") for LeeTran review.

Task 3 – Data Collection

- A. Data Collection: During the design process, the project may require coordination with various County Departments and governmental agencies. When engineering decisions, information, or other support services are available from the various County Departments, it shall be the CONSULTANT's responsibility to request, through the LeeTran Project Manager, the support required from the appropriate County Departments. The CONSULTANT shall be responsible for any follow up required with regard to the status of the information requested. The CONSULTANT will coordinate with governmental entities to ensure coordination and approval of the shelter project being proposed under their jurisdiction.
- B. Surveying: The CONSULTANT shall perform Specific Purpose Surveys for each proposed/relocated bus stop location based on those areas determined as a "go" from Task 2. All survey work will be pursuant to Chapter 5J-17, Florida Administrative Code and Lee County Survey Standards. The Specific purpose surveys will include the following:
- a. Horizontal and vertical location of all above ground features and utilities (power poles, edge of pavement, centerline of roadway, curb and gutter, driveways, sidewalks, manholes, drainage structures, trees, above ground utilities, etc). Topographic ground shots to be on a +/- 25 foot grid. The limits of the topography will be from the nearest lane line 10 feet past the right-of-way line for 150 feet along the roadway (75 feet before and 75 feet past the proposed bus stop location);
  - b. Two horizontal control points will be set per site. The two control points will act as survey baselines for each of the sites;
  - c. Two temporary benchmarks will be set per site;
  - d. Determination of right-of-way within the parcel of the proposed bus stop location. Proposed bus stop locations along State/County roadways will reference the latest State/County right-of-way maps;
  - e. Horizontal Datum: NAD 83 (2011), Florida State Plane Coordinates, West Zone;
  - f. NAVO 88 will be used for Vertical Datum (based on GPS observations using GEOID 12B).
- C. Geotechnical Analysis: It is assumed that no geotechnical information will be required; in the event that geotechnical analysis is required, this shall be an Optional Professional Service.
- D. Environmental: It is assumed no wetland delineation will be required; in the event that a wetland analysis is required, this shall be an Optional Professional Service.

Task Three Deliverables:

- Electronic file and surveyor's report of each site.

Task 4 – Design Phase (90%) Plans

The CONSULTANT shall provide details for the improved and proposed bus stop installations, drainage modifications, and calculations to validate design as needed. The CONSULTANT will coordinate with the COUNTY to obtain any existing construction plans, as-built information, utility locates or record drawings, if any exist. The CONSULTANT will coordinate with governmental entities to ensure coordination and approval of the bus stop/shelter project being built under their jurisdiction. Each bus stop/shelter will be designed as a stand-alone set of plans. The Design Phase (90%) plans submittal package shall include:

- A. Design Phase (90%) Plans: Services shall include the preparation of a key sheet, a general notes sheet which shall include the summary of quantities, a plan sheet which shall include the applicable horizontal control data, and any necessary drainage details. The improved and proposed bus stops shall be designed to be ADA compliant.
- B. Identification of Existing Utility Facilities: The CONSULTANT shall incorporate utility information from the Specific Purpose Survey into the design plans and will, wherever possible, minimize design impacts to existing utilities.
- C. Design Phase (90%) Construction Cost Opinion: The CONSULTANT shall submit on company letterhead an opinion of probable construction costs for each location plan set. As part of the estimate, the CONSULTANT shall attach to the letter a detailed list showing each bid item, bid number, bid item description, unit of measurement, and an estimated unit price. The estimate shall be based on available historical cost data for the relative project size.

#### Task Four Deliverables:

- Three sets of Design Phase (90%) plans (11"x17") for LeeTran/County review (digital and electronic);
- 90% Construction Cost Opinion with each design plan.

#### Task 5 – Final Phase (100%) Plans

The Final Phase (100%) plans shall include modifications or revisions to the Design Phase (90%) construction plans as a result of COUNTY/LeeTran review and comment during the (90%) plans submittal. The Final Phase (100%) plans submittal package shall include:

- A. Final Phase (100%) Plans: The CONSULTANT shall prepare and submit modifications or revisions to all plans based on County/LeeTran review of the (90%) plans.
- B. Quantity Take-Offs: The CONSULTANT shall revise final quantity take-off calculations for all items required to construct the proposed bus stop improvements with revisions from LeeTran comments during the Design Phase (90%) submittal.
- C. Construction Permitting: The CONSULTANT shall obtain necessary building and site permits for the bus stop/shelter locations. The CONSULTANT shall also prepare the necessary forms to obtain a necessary right-of-way use permit for each bus. These forms should be delivered with the 100% plans for inclusion in the construction package to be utilized by the contractor.

#### Task Five Deliverables:

- Three sets of signed and sealed Final Phase (100%) construction plans (11"x17"), and one (1) CD containing the applicable MicroStation and PDF electronic files format;
- Written responses to LeeTran's comments;
- 100% Construction Cost Opinion with each design plan.

#### Task 6 – Bid Phase Services

Provide Bidding Phase Services, which are limited to:

- Provide Engineer's Opinion of Cost with each associated design plan.
- Provide scope of work details to be utilized in construction phase solicitation package.
- Perform review of solicitation package prior to advertisement.
- Attendance and participation at up to (3) pre-bid meetings total for the project.
- Provide review and response to Requests for Information and Addenda items during the solicitation process.
- Review contractor submission received and provide Recommendation for Award or Concurrence to Recommendation for award to COUNTY.

**PROJECT SCOPE PART 3 - CONSTRUCTION COMPLIANCE**

**Task 1 – Construction Compliance**

It is the intent for LeeTran to manage the day-to-day issues during the construction phase of the project, with the CONSULTANT providing the following:

- Review shop drawings, respond to requests for clarification, and conduct up to (2) site visits per site as requested by LeeTran;
- Preparation of punch list and;
- Certification of Final Completion to LeeTran;
- Preparation of revised cost estimate in the event of change orders;
- Provide Observation Report from each site visit;
- Provide As-Built based on information provided by the contractor and post construction inspection (Note: this will be based off post construction site inspection and not as-built surveys);
- Review and approval of construction pay apps;
- Review and approve final payment checklist from contractor.

**OPTIONAL PROFESSIONAL SERVICES**

LeeTran shall compensate the CONSULTANT for such Optional Professional Services as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed upon in writing by both parties to this agreement. Activities to be considered Optional Professional Services include sub-surface utility exploration, wetland delineation and analysis, geotechnical investigation, structural review and design, Water Management District Permitting, and legal sketches and descriptions.

**LOCATIONS**

Anticipated locations for Part 1 and Part 2 of this scope are listed below. Locations may be added or removed at the discretion of Lee County. No work is guaranteed.

**PART 1 – REVIEW OF SHELTERS WITH DESIGN PLANS: LOCATIONS**

ID Number	Street On	Street Intersect	Longitude	Latitude	LeeTran Phase #
1733	PALM BEACH BLVD	SR 31	-81.761928	26.701107	12-3
470	N TAMIAMI TRL	PONDELLA RD	-81.880878	26.668434	12-6
1118	SAN CARLOS BLVD	SUMMERLIN RD	-81.94344726	26.49559923	15-1
0167	DR MARTIN LUTHER KING JR BLVD	ROCKFILL RD	-81.83038134	26.64144151	15-2
0169	DR MARTIN LUTHER KING JR BLVD	FLINT DR	-81.833183	26.64139092	15-3
0499	BAYSHORE RD	COON RD	-81.85283906	26.69727239	15-4
1576	S TAMIAMI TRL	ISLAND PARK RD	-81.85742716	26.50439203	15-5
0251	S CLEVELAND AVE	DANIELS PKWY	-81.87139381	26.54889056	15-6

1473	S CLEVELAND AVE	CLAYTON CT	-81.87207849	26.58588179	15-7
557	LAUREL DR	GARDEN ST	-81.885126	26.70401	16-5
1512	CYPRESS LAKE DR	UNIVERSITY CENTER BLVD	-81.88451026	26.54623309	17-1
1540	CYPRESS LAKE DR	REFLECTION LAKES PKWY	-81.88112239	26.5459449	17-2
0275	COLLEGE PKWY	FSW PKWY	-81.8882183	26.55680317	17-3
0571	TUCKER LN	HART DR	-81.86607551	26.72387046	17-4
0103	MICHIGAN AVE	ZAPATO ST	-81.83361666	26.64843259	17-5
1492	DANIELS PKWY	DANPORT BLVD	-81.80072828	26.54749752	17-6
0560	MCDANIEL DR	LAUREL LN	-81.86988161	26.70621404	18-1
0564	GISH LN	EBSON DR	-81.87383885	26.71303553	18-2
0589	PINE ISLAND RD	N TAMIAMI TR	-81.88527864	26.68220104	18-3
0588	BAYSHORE RD	N TAMIAMI TR	-81.88165395	26.6823701	18-4
0446	SANIBEL BLVD	LEE RD	-81.81418243	26.47303222	18-5
0459	THREE OAKS PKWY	QUENTE WAY	-81.78868114	26.43371941	18-6
1531	JOHN MORRIS RD	MCGREGOR BLVD	-81.9678503	26.49900493	19-1
1536	SUMMERLIN RD	PARK ROYAL DR	-81.90481274	26.50849862	19-2
1515	SUMMERLIN RD	WINKLER RD	-81.8993104	26.51406374	19-3
1120	SAN CARLOS BLVD	LINDA LOMA DR	-81.94329135	26.49663091	19-4
1125	SAN CARLOS BLVD	KELLY RD	-81.94358395	26.50805709	19-5
1113	SAN CARLOS BLVD	MARSHWOOD LN	-81.94371753	26.50741955	19-6
IDNumber	StreetOn	StreetIntersect	Longitude	Latitude	LeeTran Phase #
0621	PALM BEACH BLVD	TERRY AVE	-81.84415731	26.65858207	20-1
0652	PALM BEACH BLVD	CARTAGENA AVE	-81.72488892	26.70914292	20-2
0913	JOEL BLVD	E 6TH ST	-81.59778928	26.62234044	20-3
0701	COLONIAL BLVD	DEER RUN FARMS RD	-81.83891395	26.59733212	20-4
1831	WINKLER AVE	PAISSILO AVE	-81.82894197	26.60930183	20-5
2013	COCONUT RD	VIA VILLAGIO	-81.80857483	26.39819595	21-1
1360	OLD 41	SHANGRI-LA RD	-81.7883348	26.36043782	21-2
1262	HICKORY BLVD	KINGS KEW	-81.84540775	26.33189444	21-3
1244	HICKORY BLVD	KINGS KEW	-81.84528902	26.33094849	21-4
1630	BONITA BEACH RD	IMPERIAL RIVER RD	-81.82103877	26.33038306	21-5
1235	LOVERS KEY PARK	ESTERO	-81.86732938	26.39292136	21-6

PART 2 – ADA COMPLIANCE TO EXISTING BUS STOP LOCATIONS

ID Number	Street On	Street Intersect	Longitude	Latitude
0387	DEL PRADO BLVD N	NE 7TH ST	-81.9412	26.66578
0300	DEL PRADO BLVD N	NE 6TH TER	-81.9409	26.66369
1098	WINKLER RD	POPHAM DR	-81.8991	26.52834
1494	DANIELS PKWY	PALOMINO LN	-81.8053	26.54742
1496	DANIELS PKWY	SHIRE LN	-81.819	26.54715
1498	DANIELS PKWY	CROSS CREEK BLVD	-81.8266	26.5468
1500	DANIELS PKWY	SIX MILE CYPRESS PKWY	-81.8402	26.54683
1511	CYPRESS LAKE DR	LAKE BREEZE DR	-81.882	26.54623
1093	WINKLER RD	LUECK LN	-81.8988	26.54118
1095	WINKLER RD	EDGEWATER CIR	-81.8983	26.53537
1097	WINKLER RD	KIMBERLY TER	-81.8991	26.5301

1099	WINKLER RD	VILLMOOR LN	-81.899	26.52654
1516	SUMMERLIN RD	PARK ROYAL DR	-81.9052	26.50867
1524	SUMMERLIN RD	KELLY COVE DR	-81.9517	26.49437
1527	SUMMERLIN RD	JOHN MORRIS RD	-81.9732	26.49375
1644	SUMMERLIN RD	SAN CARLOS BLVD	-81.9443	26.4937
1522	SUMMERLIN RD	SAFETY ST	-81.9292	26.49426
1144	WINKLER RD	MYERLEE COUNTRY CLUB BLVD	-81.8981	26.53824
1146	WINKLER RD	MEMOLI LN	-81.8982	26.54371
1147	WINKLER RD	CYPRESS LAKE DR	-81.8981	26.5449
1543	DANIELS PKWY	PINE VILLA LN	-81.8598	26.54599
1547	DANIELS PKWY	BROOKSHIRE LAKE BLVD	-81.8428	26.54643
1533	SUMMERLIN RD	M ST	-81.9593	26.49388
1139	WINKLER RD	BRINDLE LN	-81.8989	26.52609
1142	WINKLER RD	FRANCHI BLVD	-81.8991	26.53306
1145	WINKLER RD	LUECK LN	-81.8985	26.54097
IDNumber	StreetOn	StreetIntersect	Longitude	Latitude
0770	PONDELLA RD	PALM AVE	-81.8911	26.66742
0775	PONDELLA RD	JUNE PKWY	-81.9096	26.6674
0778	AUGUST ST	ORANGE GROVE BLVD	-81.9155	26.66639
0785	ORANGE GROVE BLVD	RIVETER RD	-81.9156	26.65391
0786	ORANGE GROVE BLVD	GOLF CLUB DR	-81.9156	26.65157
0787	ORANGE GROVE BLVD	ST CLAIR AVE W	-81.9156	26.64902
0797	SE 24TH AVE	HANCOCK BRIDGE PKWY	-81.9239	26.65137
0801	HANCOCK BRIDGE PKWY	NE 17TH PL	-81.9384	26.65254
0790	ORANGE GROVE BLVD	INLET DR	-81.9156	26.64077
2237	HANCOCK BRIDGE PKWY	SE 16TH PL	-81.9403	26.65177
0747	ORANGE GROVE BLVD	INLET DR	-81.9154	26.64009
0738	HANCOCK BRIDGE PKWY	SE 20TH CT	-81.9311	26.65247
0739	HANCOCK BRIDGE PKWY	NE 22ND AVE	-81.9281	26.65255
0741	SE 24TH AVE	HANCOCK BRIDGE PKWY	-81.9241	26.65216
0750	ORANGE GROVE BLVD	GOLF CLUB DR	-81.9154	26.65119
1163	ROYAL PALM SQUARE BLVD	SUMMERLIN RD	-81.8844	26.59428
1166	VIA ROYALE	COLONIAL BLVD RAMP	-81.8885	26.59586
1165	ROYAL PALM SQUARE BLVD	VIA ROYALE	-81.8883	26.59422
0609	N CLEVELAND AVE	PONDELLA RD	-81.889	26.66599
0695	MONROE ST	SECOND ST	-81.8706	26.642
1459	CLEVELAND AVE	LINHART AVE	-81.8724	26.62458
1460	CLEVELAND AVE	HANSON ST	-81.8723	26.62278
1463	CLEVELAND AVE	GRACE AVE	-81.8723	26.61841
1473	S CLEVELAND AVE	CLAYTON CT	-81.8721	26.58579
1601	S CLEVELAND AVE	D ST	-81.8717	26.59055
1608	CLEVELAND AVE	HILL AVE	-81.8718	26.6096
1613	CLEVELAND AVE	HANSON ST	-81.8721	26.62307
1617	CLEVELAND AVE	EDISON AVE	-81.8724	26.63305
1618	CLEVELAND AVE	LAFAYETTE ST	-81.8725	26.63484
1184	SAN CARLOS BLVD	FT MYERS BCH PLAZA	-81.9521	26.46346
1321	SAN CARLOS BLVD	SAN CARLOS RV PARK	-81.9509	26.46836
1206	ESTERO BLVD	RED COCONUT RV-P	-81.9375	26.44595
1181	SAN CARLOS BLVD	SIESTA DR	-81.9513	26.47937

1207	ESTERO BLVD	DONORA BLVD	-81.9357	26.44503
1305	ESTERO BLVD	BAYLAND RD	-81.9194	26.43544
1284	ESTERO BLVD	MOUND RD	-81.9069	26.42544
1848	VA HOSPITAL	VA HOSPITAL	-81.92	26.68494
0761	PONDELLA RD	GREEN AVE	-81.9036	26.66724
0762	PONDELLA RD	TRAVIS AVE	-81.9019	26.66722
0472	N TAMIAMI TRL	CRESCENT LAKE DR	-81.8829	26.67499
0475	WEST MARIANA	MANY RD	-81.8957	26.67834
0550	N CLEVELAND AVE	LEESURE LN	-81.9	26.70555
IDNumber	StreetOn	StreetIntersect	Longitude	Latitude
0573	HART RD	CASE LN	-81.8659	26.7167
0582	HART RD	CONESTOGA TRL	-81.8669	26.68913
0478	MERCHANTS CROSSING	N TAMIAMI TRL	-81.9019	26.68492
1968	NE PINE ISLAND RD	DEL PINE DR	-81.9335	26.67162
1846	NE 6TH ST	DEL PRADO BLVD S	-81.9403	26.66296
0545	PONDELLA RD	WESTWOOD DR	-81.9261	26.66732
2172	PONDELLA RD	NE 25TH AVE	-81.9187	26.66726
0759	PONDELLA RD	JUNE PKWY	-81.912	26.66727
0471	N TAMIAMI TRL	BROOKS RD	-81.8825	26.67115
0476	WEST MARIANA	N CLEVELAND AVE	-81.8988	26.67834
1883	N CLEVELAND AVE	SATURN CIR	-81.8999	26.70228
0566	EBSON DR	PAYNE LN	-81.874	26.72032
0580	HART RD	ZOYSIA LN	-81.866	26.69852
0496	BAYSHORE RD	WHALEYS DR	-81.8622	26.68973
0499	BAYSHORE RD	COON RD	-81.8529	26.69724
0504	BAYSHORE RD	HART RD	-81.8648	26.68859
0503	BAYSHORE RD	SHORELINE BLVD	-81.8619	26.69037
1164	ROYAL PALM SQUARE BLVD	RARCO BLV	-81.8861	26.59424
1519	SUMMERLIN RD	BASS RD	-81.9117	26.50272
1094	WINKLER RD	MYERLEE COUNTRY CLUB BLVD	-81.8983	26.5382
0495	BAYSHORE RD	HART RD	-81.8642	26.68855
1553	DANIELS PKWY	SKYPORT AVE	-81.8027	26.54704
0581	HART RD	FOREST PARK DR	-81.8668	26.69675
0557	LAUREL DR	GARDEN ST	-81.8851	26.70401
1781	GLADIOLUS DR	SAN CARLOS BLVD	-81.9415	26.51588
1780	GLADIOLUS DR	SAN CARLOS BLVD	-81.9414	26.51617
1112	SAN CARLOS BLVD	MCGREGOR BLVD	-81.944	26.51413
1117	SAN CARLOS BLVD	CINNAMON COVE BLVD	-81.9435	26.49862
1089	FSW LN	CYPRESS LAKE DR	-81.8896	26.54668
1064	VIA ROYALE	ROYAL PALM SQUARE BLVD	-81.8887	26.59537
1065	ROYAL PALM SQUARE BLVD	SUMMERLIN RD	-81.8852	26.59414
1156	MASON CORBIN CT	RED CEDAR DR	-81.8821	26.58497
1090	CYPRESS LAKE DR	OVERLOOK DR	-81.8922	26.54613
1091	CYPRESS LAKE DR	BROADHURST LOOP	-81.8951	26.54609

End of Exhibit A

COMPENSATION AND METHOD OF PAYMENT

For CN180087LAC Architectural Design Services & Construction Oversight for LeeTran's Passenger Amenities Program

Section I. 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 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
<b>PART 1</b>	<b>REVIEW OF SHELTERS WITH DESIGN PLANS</b>			
P1 – Task 1	Project Administration and Management	\$ 11,261.25	NTE	
P1 – Task 2	Final Phase (100%) Plans	\$ 44,492.76	NTE	
P1 – Task 3	Bid Phase Services	\$ 17,326.14	NTE	
<b>PART 2</b>	<b>ADA COMPLIANCE TO EXISTING BUS STOP LOCATIONS</b>			
P2 – Task 1	Project Administration and Management	\$ 99,197.04	NTE	
P2 – Task 2	Design Phase (Conceptual) Plans	\$ 126,483.06	NTE	
P2 – Task 3	Data Collection	\$ 302,172.96	NTE	
P2 – Task 4	Design Phase (90%) Plans	\$ 269,649.24	NTE	
P2 – Task 5	Final Phase (100%) Plans	\$ 125,672.16	NTE	
P2 – Task 6	Bid Phase Services	\$ 45,314.52	NTE	
<b>PART 3</b>	<b>CONSTRUCTION COMPLIANCE</b>			
P3 – Task 1	Construction Compliance	\$ 148,035.39	NTE	
		\$1,189,604.52	NTE	

TOTAL  
(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.8 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 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 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE \*\*\*

for CN180087LAC Architectural Design Services & Construction Oversight for LeeTran's Passenger Amenities Program

CONSULTANT OR SUB-CONSULTANT NAME: Atkins North America, Inc.  
(A separate Attachment No. 1 should be included for each Sub-CONSULTANT)

(1) Project Position or Classification (Function to be Performed)	(2) Hourly Rate To Be Charged
PROJECT MANAGER	\$197.51
SENIOR ENGINEER	\$155.51
ENGINEER	\$91.24
DESIGNER	\$126.16

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



CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE \*\*\*

for CN180087LAC Architectural Design Services & Construction Oversight for LeeTran's Passenger Amenities Program

CONSULTANT OR SUB-CONSULTANT NAME: E.F. Gaines Surveying Services, Inc.  
(A separate Attachment No. 1 should be included for each Sub-CONSULTANT)

(1) Project Position or Classification (Function to be Performed)	(2) Hourly Rate To Be Charged
<b>Principal Surveyor</b>	\$135.00
<b>Project Surveyor</b>	\$105.00
<b>Survey Tech</b>	\$ 80.00
<b>Admin Assistant</b>	\$ 45.00
<b>Field Tech (2-man)</b>	\$140.00

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







PROJECT GUIDELINES AND CRITERIA

for CN180087LAC Architectural Design Services & Construction Oversight for LeeTran's Passenger Amenities Program

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

Locations will be issued and/or grouped at LeeTran's discretion and processed via a Supplemental Task Authorization (STA). No work is guaranteed.

TRUTH IN NEGOTIATION CERTIFICATE

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

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

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 3.12.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the County and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

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

Atkins North America, Inc.

Charlotte Maddox

BY: [Signature]

TITLE: Vice President

The foregoing instrument was signed and acknowledged before me this 5 day of November, 2018, by Charlotte Maddox who has produced \_\_\_\_\_ as

\_\_\_\_\_  
(Print or Type Name) (Type of Identification and Number) identification.

[Signature]  
Notary Public Signature

Jennifer Foley  
Printed Name of Notary Public

FF948809 / March 4, 2020  
Notary Commission Number/Expiration



CMO:  
00/00/00

## EXHIBIT G

### INSURANCE

#### for CN180087LAC Architectural Design Services & Construction Oversight for LeeTran's Passenger Amenities Program

**Minimum Insurance Requirements:** Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.

**Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

\$1,000,000 products and completed operations

\$1,000,000 personal and advertising injury

**Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

**Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident

\$500,000 disease limit

\$500,000 disease – policy limit

**Errors and Omissions** - Coverage shall include professional liability insurance to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

\$1,000,000 combined single limit of bodily injury and property damage

\*The required minimum limit of liability shown in a., b., and c. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

#### **Verification of Coverage:**

Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

The certificate holder shall read as follows:

**Lee County Board of County Commissioners**

**P.O. Box 398**

**Fort Myers, Florida 33902**

***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.***

#### **Special Requirements:**

An appropriate "Indemnification" clause shall be made a provision of the Contract.

If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements

EXHIBIT H

AMENDMENT TO ARTICLES

for CN180087LAC Architectural Design Services & Construction Oversight for LeeTran's Passenger Amenities Program

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

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

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

AMENDMENT NO.

ARTICLE No. \_\_\_ is hereby amended as follows:

None.

CMO:  
09/25/01

EXHIBIT I

PROJECT FUNDING PACKAGE

for CN180087LAC Architectural Design Services & Construction Oversight for LeeTran's  
Passenger Amenities Program

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EXHIBIT I  
PROJECT FUNDING PACKAGE

Ver 04/12/2017-2



Advertise Date: Friday, March 2, 2018

Lee County Board of County Commissioners  
DIVISION OF PROCUREMENT MANAGEMENT

**Consultant Competitive Negotiation Act (CN) Request for Proposal**

Solicitation No.: **CN180087LAC**

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Solicitation Name: **Architectural Design Services & Construction Oversight for LeeTran's Passenger Amenities Program**

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Open Date/Time: **Thursday, April 5, 2018** Time: **2:30 PM**

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Location: **Lee County Procurement Management  
1500 Monroe Street 4th Floor  
Fort Myers, FL 33901**

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Procurement Contact: **Lindsay Cepero** Title **Procurement Grants Supervisor**

Phone: **(239) 533-8881** Email: **[Lcepero @leegov.com](mailto:Lcepero@leegov.com)**

Requesting Dept. **LeeTran**

**Pre-Solicitation Meeting:**

Type: No meeting scheduled at this time

Date/Time: N/A

Location: N/A

All solicitation documents are available for download at  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

**Electronic bidding is coming! Visit [www.leegov.com/bid](http://www.leegov.com/bid) to stay informed**

FUNDED IN PART OR IN WHOLE BY:  
Federal Transit Administration (FTA) and the Florida Department of Transportation (FDOT)

EXHIBIT I  
PROJECT FUNDING PACKAGE

Friday, March 2, 2018



**Notice to Contractor / Vendor / Proposer(s)**

**RFP# CN180087LAC, Architectural Design Services & Construction Oversight for LeeTran's Passenger Amenities Program**

**REQUEST FOR PROPOSAL**  
**Consultant Competitive Negotiation Act (CN)**

Lee County, Florida, is requesting proposals from qualified individuals/firms for  
**CN180087LAC, Architectural Design Services & Construction Oversight for LeeTran's Passenger Amenities Program**

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

**2:30 PM Thursday, April 5, 2018**

to the office of the **Procurement Management Director, 1500 Monroe Street, 4<sup>th</sup> Floor, Fort Myers, Florida 33901**. The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, Proposer name, and contact information as identified in these solicitation documents.

The solicitation documents are available from [www.leegov.com/procurement](http://www.leegov.com/procurement). Documents obtained from sources other than [www.leegov.com/procurement](http://www.leegov.com/procurement) are cautioned that the solicitation package may be incomplete. The County's official Proposer list, addendum(s) and information must be obtained from [www.leegov.com/procurement](http://www.leegov.com/procurement). It is the Proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

**No Pre-proposal Conference is scheduled at this time**

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-proposal conference and site visit has not been scheduled for this solicitation. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

**Lindsay Cepero [L.Cepero@LeeGov.com](mailto:L.Cepero@LeeGov.com)**

Sincerely,

A handwritten signature in blue ink, appearing to read "Mary G. Tucker".

Mary G. Tucker, CPPO, FCCM, FCCN  
Procurement Management Director

\*[WWW.LeeGov.Com/Procurement](http://WWW.LeeGov.Com/Procurement) is the County's official posting site

**EXHIBIT I  
PROJECT FUNDING PACKAGE**

**Terms and Conditions  
Request for Proposal  
Consultant Competitive Negotiation Act (CN)**

**1. DEFINITIONS**

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

**2. ORDER OF PRECEDENCE**

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
  - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
  - 2.1.2. Lee County Procurement Management Division Policy and Ordinances
  - 2.1.3. Special Conditions and Supplemental Instructions
  - 2.1.4. Detailed Scope of Work
  - 2.1.5. These Terms and Conditions

**3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES**

- 3.1. It shall be the responsibility of the Proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
  - 3.1.1. Lee County Procurement Policy Manual
  - 3.1.2. Florida State Statute 287.055: Consultant Competitive Negotiation Act (CCNA), (CN)
  - 3.1.3. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until

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such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.

- 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
  - 3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
  - 3.2. **Local Business Tax:** If applicable, provide with proposal.
  - 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.
4. RFP – PREPARATION OF PROPOSAL
- 4.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
  - 4.2. **Submission Format:**
    - 4.2.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
    - 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, and where applicable witnessed and corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The Proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
    - 4.2.3. Should not contain links to other Web pages.
  - 4.3. **Preparation Cost:**
    - 4.3.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer, as a result of this solicitation and subsequent evaluation process.
5. RESPONSES RECEIVED LATE
- 5.1. It shall be the Proposer’s sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.
  - 5.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the Proposer’s request and expense.
  - 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
6. PROPOSER REQUIREMENTS (unless otherwise noted)
- 6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible Proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the Proposer to perform.
    - 6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
    - 6.1.2. Any Proposer or sub-Proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal background check. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or sub-Proposer.
  - 6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in Proposer disqualification.

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**7. PRE-SOLICITATION CONFERENCE**

- 7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective Proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-proposal conference, if applicable.
- 7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective Proposers participate.
- 7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

**8. COUNTY INTERPRETATION/ADDENDUMS**

- 8.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**
- 8.2. Response(s) will be in the form of an Addendum posted on [www.leegov.com/procurement](http://www.leegov.com/procurement). It is solely the Proposer's responsibility to check the website for information. No notifications will be sent directly to proposers by Lee County Procurement Management Division associated with this solicitation.
- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

**9. ADDITIONS, REVISIONS AND DELETIONS**

- 9.1. Additions, revisions, or deletions to the Terms and Conditions, Specifications, Bid Schedule, or other document provided by Lee County Procurement Management Division that changes the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

**10. CONFIDENTIALITY**

- 10.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 10.2. If information is submitted with a proposal that is deemed "Confidential" the Proposer must stamp those pages of the proposal that are considered confidential. The Proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.
- 10.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

**11. CONFLICT OF INTEREST**

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- 11.1. All Proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.
- And:
- 11.2. A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design, engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.
- 11.3. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
- 11.4. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all Proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.
12. ANTI-LOBBYING CLAUSE (Cone of Silence)
- 12.1. Following Florida Statute Section 287.057(23), Upon the issuance of the solicitation, prospective Proposers or any agent, representative or person acting at the request of such Proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer maybe declared non- responsible.**
13. DRUG FREE WORKPLACE
- 13.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.
14. DISADVANTAGED BUSINESS ENTERPRISE (DBE's)
- 14.1. The County encourages the use of Disadvantaged Business Enterprise Proposer(s) as defined and certified by the Florida Department of Transportation.
- 14.2. Bidder/Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.
15. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY
- 15.1. The Proposer agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 15.2. The Proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The Proposer will make affirmative

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efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.

- 15.3. The Proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The Proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 15.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**16. PROPOSER/SUB-PROPOSER/CONSULTANT/CONTRACTOR RELATIONSHIP**

- 16.1. The prime Proposer on a solicitation may not also be listed as a sub-Proposer/consultant/contractor to another firm submitting a proposal for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-Proposers/consultant/contractor may be listed on multiple proposals for the same solicitation.

**17. SUB-PROPOSER/CONSULTANT**

- 17.1. The use of sub-Proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.

**18. RFP - PROJECT GUIDELINES**

- 18.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the Proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
- 18.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
- 18.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period; inclusive of any renewals unless otherwise specified herein.
- 18.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
- 18.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
- 18.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
- 18.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

**19. RFP – EVALUATION**

- 19.1. **Ranking Method:** Lee County uses the Dense Ranking (1223" ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item's ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member's scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1 ("first"), B is ranked number 2 ("joint second"), C is also ranked number 2 ("joint second") and D is ranked number 3 ("third").
- 19.2. **Evaluation Meeting(s):**

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- 19.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
- 19.2.2. Following the initial evaluation process, the short-listed proposer(s) will be required to provide an on-site interview/presentation.
- 19.2.3. Such subsequent evaluations will be accomplished by simply ranking the proposers. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers' rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) - the highest ranking.
- 19.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: [www.lee.gov.com/procurement](http://www.lee.gov.com/procurement) (Projects, Award Pending.)

**20. RFP – SELECTION PROCEDURE**

- 20.1. The selection will be made in accordance with Lee County Procurement Policy and Chapter 287.055 FL § for Professional Services Contracts. Some or all of the responding Proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process
- 20.2. Agreement/Contract fees will be negotiated in accordance with Section 287.055 FL §.
- 20.3. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 20.4. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected Proposer(s) and begin agreement/contract negotiations with the next finalist.
- 20.5. The Procurement Management Director reserves the right to exercise their discretion to:
  - 20.5.1. Make award(s) to one or multiple Proposers.
  - 20.5.2. Waive minor informalities in any response;
  - 20.5.3. Reject any and all proposals with or without cause;
  - 20.5.4. Accept the response that in its judgment will be in the best interest of Lee County.

**21. RFP – TIEBREAKER**

- 21.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.
  - 21.1.1. Step 1: The proposer that has the highest number of 1<sup>st</sup> place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2<sup>nd</sup> place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3<sup>rd</sup>, then 4<sup>th</sup>, then 5<sup>th</sup>, etc. rank, will be counted until the tie is broken.
  - 21.1.2. Step 2: At the conclusion of step 1, if all is equal, the proposer having a drug-free work place program, shall be deemed the first ranked proposer.
  - 21.1.3. Step 3: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.
  - 21.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1<sup>st</sup> place proposer shall be determined by the flip of a coin.
- 21.2. When the tiebreaker is determined the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 21.3. If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked Proposer.

**22. RFP – EVALUATION/ SELECTION COMMITTEE**

- 22.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee.
- 22.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project, resulting in a short-list of at least three (3) Proposers/Firms to be interviewed.

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**23. WITHDRAWAL OF PROPOSAL**

- 23.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 23.2. A Proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 23.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the Proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the Proposer, by clear and convincing evidence, has met each of the following four tests:
  - 23.3.1. The Proposer acted in good faith in submitting the proposal,
  - 23.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the Proposer would cause a severe hardship on the Proposer,
  - 23.3.3. The mistake was not the result of gross negligence or willful inattention by the Proposer; and
  - 23.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

**24. PROTEST RIGHTS**

- 24.1. Any Proposer that has submitted a formal response to Lee County, and who is adversely affected by an intended decision with respect to the award, has the right to protest an intended decision posted by the County as part of the solicitation process.
- 24.2. "Decisions" are posted on the Lee County Procurement Management Division website. Proposers are solely responsible to check for information regarding the solicitation. ([www.lee.gov/procurement](http://www.lee.gov/procurement))
- 24.3. Refer to the "Bid/Proposal Protest Procedure" section of the Lee County "Contracts Manual" for the complete protest process and requirements. The Manual is posted on the Lee County website or you may contact the Procurement Management Director.
- 24.4. In order to preserve your right to protest, you must file a written "**Notice Of Intent To File A Protest**" with the Lee County Procurement Management Director by **4:00 PM on the 3<sup>rd</sup> working day after the decision** affecting your rights is posted on the Lee County website.
  - 24.4.1. The notice must clearly state the basis and reasons for the protest.
  - 24.4.2. The notice must be physically received by the Procurement Management Director within the required time frame. No additional time is granted for mailing.
- 24.5. To secure your right to protest you will also be required to post a "**Protest Bond**" and file a written "**Formal Protest**" document **within 10 calendar days** after the date of "**Notice of Intent to File a Protest**" is received by the Procurement Management Director.
- 24.6. **Failure to follow the protest procedures requirement within the timeframes as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of your protest and any resulting claims.**

**25. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES**

- 25.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

**26. CONTRACT ADMINISTRATION**

- 26.1. **Designated Contact:**
  - 26.1.1. The awarded Proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

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- 26.1.2. Lee County requires that the awarded Proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.
- 26.2. **RFP – Term:**
- 26.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual written agreement of both parties.
- 26.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
- 26.2.3. The County’s performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
- 26.3. **RFP – Basis of Award:**
- 26.3.1. Award will be made to the most responsible and responsive Proposer based on the evaluation criteria.
- 26.4. **Agreement/Contract:**
- 26.4.1. The awarded Proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.
- 26.5. **Records:**
- 26.5.1. Retention: The Proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the Proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 26.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 26.5.2.1. Keep and maintain public records required by the County to perform the service.
- 26.5.2.2. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
- 26.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 26.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the information technology systems of the County.
- 26.5.3. **Public Record: IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC**

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**RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS,  
FL 33901, <http://www.lee.gov/publicrecords>.**

26.5.4. **Ownership:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful Proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful Proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful Proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

**26.6. Termination:**

26.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the Proposer, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

26.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D", "AC-4-1.pdf".)

26.6.3. Any Proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

26.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:

26.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

26.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

26.6.4.3. Contractor has engaged in business operations in Cuba or Syria;

26.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

**27. WAIVER OF CLAIMS**

27.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than **thirty (30) calendar days** to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

**28. LEE COUNTY PAYMENT PROCEDURES**

28.1. All vendors are requested to mail an original invoice to:

**Lee County Finance Department  
Post Office Box 2238  
Fort Myers, FL 33902-2238**

28.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.

28.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, Proposer, or bidder for the preparation of these specifications.

28.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All Proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

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29. **INSURANCE (AS APPLICABLE)**

29.1. Insurance shall be provided by the awarded Proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the Proposer.

End of Terms and Conditions Section

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**INSURANCE GUIDE**

**Major Insurance Requirements  
With Professional Liability**

Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.

Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

Workers' Compensation - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease – policy limit

Errors and Omissions - Coverage shall include professional liability insurance to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

\$1,000,000 combined single limit of bodily injury and property damage

\*The required minimum limit of liability shown in a., b., and c. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

**Verification of Coverage:**

Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

The certificate holder shall read as follows:

**Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902**

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*“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an **Additional Insured** on the General Liability policy, including Products and Completed Operations coverage.*

Special Requirements:

An appropriate "Indemnification" clause shall be made a provision of the Contract.

If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements

End of Insurance Guide section

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**SPECIAL CONDITIONS**

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

**1. LOCAL VENDOR PREFERENCE EXCLUSION**

1.1 Local Vendor Preference Ordinance has been waived for this solicitation and any and all references contain herein are non-applicable to this solicitation and subsequent contract and/or purchase order(s).

**2. PROJECT FUNDING NOTICE**

2.1 As notice to all Proposers, this project is funded in whole or in part with Federal and State Funds through the Federal Transit Administration (FTA) and the Florida Department of Transportation (FDOT). The selected Proposer agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package.

**3. PROJECT TERM**

3.1 The successful bidder shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services for an initial period of three (3) years. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the successful bidder at the time of extension or renewal for three (3), additional one (1) year periods. This Contract is to remain in effect for one year following final completion of all associated construction work.

**4. LOBBYING**

1. General: Participating Proposers shall adhere to the Anti-Lobbying clause as provided herein. Following this clause the participating Proposers are hereby notified they shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee.
2. By participating in this solicitation and completion of affixed certificate the Proposer certifies that to the best their knowledge:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. Standard Form-LLL
3. Submission of the certification found herein is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
4. The Contractor also agrees by submitting their proposal that they shall require that the language of the applicable certification found herein be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

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**5. ADDITIONAL PROJECT FUNDING REQUIREMENTS**

5.1 In addition to the grant/project funding requirements found affixed to this solicitation package, the Proposer shall comply with the below additional project funding requirements and shall require the following provisions be included in each contract and subcontract for all tiers associated with this project:

**5.2 Restrictions, Prohibits, Controls, and Labor Provisions.**

- a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b) In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- c) An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d) "No member, officer or employee of the Agency, Proposer, or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."
- e) The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

**5.3 Employment Eligibility (Using E-Verify). Agency – Vendors – Contractors:**

- a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement; and
- b) shall expressly require any contractors/consultants and subcontractors/consultants performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/consultant and subcontractor/consultant during the Agreement term.

5.4 **Inspector General Cooperation.** The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

End of Special Conditions

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**DETAILED SPECIFICATIONS**

**1. SCOPE OF WORK**

- 1.1 The Lee County Board of Commissioners seeks to contract professional services through a skilled and qualified Consultant to provide Professional Engineering and Architectural Design Services for LeeTran's Passenger Amenities Program. The Consultant shall provide professional engineering and consulting services associated with the design of landing pads, passenger shelters, amenities, and bus route infrastructure improvements, emphasizing ADA improvements, at various bus stop locations throughout Lee County. The Consultant shall serve as the Engineer of Record for the Project. The Consultant shall prepare construction documents of sufficient detail for the construction phase, prepare bid documents including plans, technical specifications, prepare applications and obtain all necessary permits (permit fees to be paid for by LeeTran), provide engineering services during the bidding process, preconstruction process, and may include construction administrative services as determined by the County. This procurement is funded by the Florida Department of Transportation (FDOT) and the Federal Transit Administration (FTA) and must comply with current FTA required clauses, certifications, and regulations and applicable FDOT regulations.
- 1.2 As the part of the construction management, the Consultant shall follow and ensure compliance with the plans and specifications of all the applicable drawings as produced by the Consultant and additionally shall follow and ensure the Lee County standard construction processes and procedures as outlined and referenced herein are followed. The construction management shall also include oversight of the compliance with all federal requirements contained in the Federal Transit Administration (FTA) Master Grant Agreement, found here <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>, including FTA Circular 4220.1 F, FTA Best Practices and Procedures, Disadvantaged Business Enterprise (DBE) reporting/monitoring and Davis Bacon Wage Act.
- 1.3 The Project includes three distinct parts:
1. **SHELTERS WITH COMPLETED DESIGN PLANS:** Review of the partial and/or completed engineering and design of approx. **39** bus shelters for the issuance of permits and oversight of the construction of these shelters. Consultant shall provide revisions or recommendations to the County as necessary to ensure existing engineering and designs meet the current building codes and Americans with Disabilities Act (ADA) requirements. Revisions shall be presented to the County and upon approval, Consultant shall provide revised designs.
  2. **ADA COMPLIANCE TO EXISTING LOCATIONS:** Design of approx. **102** existing LeeTran bus stops to include compliance with the most current regulations under the ADA that relate to bus stops, landing pads, shelters, amenities, and bus route infrastructure improvement and construction management of these passenger amenities.
  3. **CONSTRUCTION COMPLIANCE:** It is the intent for LeeTran to manage the day to day issues during the construction phase of the project, with the Consultant providing the following tasks:
    - Review shop drawings, respond to requests for clarification, and conduct up to (2) site visits per site as requested by LeeTran;
    - Preparation of punch list and;
    - Certification of Final Completion to LeeTran;
    - Preparation of revised cost estimate in the event of change orders;
    - Provide Observation Report from each site visit;

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- Provide As-Built based on information provided by the contractor and post construction inspection (Note: this will be based off post construction site inspection and not as-built surveys);
  - Review and approval of construction pay apps;
  - Review and approve final payment checklist from contractor.
- 1.4 The work shall include performing engineering analysis, survey, sight distance evaluation, line of sight evaluation, checking adequate stopping distance, drainage conveyance, verification of available right-of-way or easements, right-of-way and building permitting, and meeting State and Federal guidelines. The scope includes the provision of conceptual, preliminary, and final design; assistance obtaining required permits and preparation of associated documents; engineer signed, sealed, and certificated drawings for each bus stop location and route infrastructure improvement.
- 1.5 Each stop location, both Shelters with Existing Design Plans and ADA compliance locations, shall be designed as a stand-alone set of plans. Plans will be let together or individually in separate packages for construction depending on proximity to one another. The signed and sealed structural design and details for the shelter structures shall be provided to the Consultant by LeeTran's chosen shelter vendor.
- 1.6 Any additional right-of-way or easements needed for the bus stops or the Consultant shall identify route infrastructure improvements prior to 90% plans submittal. The Consultant shall identify for LeeTran which locations will need right-of-way or easements, and meet to discuss design alternatives. All property owner coordination and negotiations for easements and right-of-way shall be handled by Lee County with assistance from the Consultant.
- 1.7 Locations will be issued and/or grouped at the Department's discretion and processed via a Supplemental Task Authorization (STA). No work is guaranteed.

**2. APPLICABLE STANDARDS**

- 2.1 All plans and designs furnished by the Consultant are to be prepared with English Units. The current editions, including updates, at the time this agreement is executed, of the following manuals and guidelines shall be used as resources and reference materials in the performance of the Consultant's work:
1. Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Streets and Highways, Florida Department of Transportation (FDOT), (Florida Green Book) - current edition;
  2. AASHTO Roadside Design Guide, current edition;
  3. FDOT Roadway Plan Preparation Manual;
  4. FDOT Roadway and Traffic Design Standards, current edition;
  5. FDOT Standard Specifications for Road and Bridge Construction, current edition;
  6. FDOT Basis of Estimates Handbook;
  7. FDOT's Districts One and Seven Transit Facility Handbook;
  8. MUTCD, current edition;
  9. FDOT Drainage Manuals, Vol. 1-4;
  10. FDOT Structures Design Guidelines;
  11. 2010 ADA Standards for Accessible Design;
  12. SFWMD Chapter 40E-4.051 Exemptions from Permitting;
  13. Accessing Transit - Design Handbook for Florida Bus Passenger Facilities, Ver. III, 2013;
  14. The most current regulations established in the Americans with Disabilities Act.
  15. Chapter 337.408, Florida Statutes, "Regulation of bus stops, benches, transit shelters, street light poles, waste disposal receptacles, and modular news racks within rights-of-way"

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16. Florida Administrative Code Rule Chapter 14-20 "Private Use of Right-of-Way"
17. Section 341.051, Florida Statutes, "Administration and financing of public transit and intercity bus service programs and projects"

2.2 Listing of the above reference materials is not intended to establish these documents design standards or criteria to be used on this project. Selection of appropriate standards and criteria for design of roadway elements is influenced by several factors including, but not limited to traffic volume and composition, governmental policies, rules and regulations, desired levels of service, terrain features, roadside developments, existing conditions, environmental considerations, budgetary constraints, and other individual characteristics of the existing conditions. The Consultant shall decide which design standards and criteria shall be used based on an evaluation of these and other factors.

**3. PERMITTING**

3.1 All permitting fees associated with the work described herein shall be responsibility of Proposer.

**4. HARDCOPY & ELECTRONIC FILES**

4.1 The Consultant shall provide three sets of plans printed single-sided on 11"x17" paper as well as electronic files of all drawings, reports, and specifications for each location where, when and as requested and detailed herein. Drawings will be in PDF as well as MicroStation Release V8i (or higher) and compatible with AutoCAD. Reports, specifications, and other written material shall be prepared in Microsoft Office 2016 (Word / Excel), or saved to an older version compatible with Lee County. Project Management scheduling and coordination shall be prepared using Microsoft Project software. All electronic files shall be submitted on a CD-ROM, flash-drive, or email.

4.2 In the event of a conflict between the signed and sealed construction documents prepared by the Consultant and the electronic files, the signed and sealed hard copy construction documents shall govern. New electronic files shall be prepared by the Consultant to match the signed and sealed hard copy construction documents, should this event arise.

**5. BASIC PROFESSIONAL SERVICES – TASKS**

5.1 Pursuant to the scope 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.

5.2 The tasks as listed in this section are used to apportion the total man hours required to prepare the complete design and construction documents for Task Authorizations as they may be assigned during the length of this contract.

**6. PROJECT SCOPE PART 1 – REVIEW OF SHELTERS WITH DESIGN PLANS**

6.1 **Review of the partial and/or completed engineering and design of approx. 39 bus shelters for the issuance of permits and the oversight of the construction phase of these shelters.**

6.2 Task 1 - Project Administration and Management

- A. Meetings: The Consultant shall provide project progress reports by email, letter, or fax to LeeTran personnel on a monthly basis (or as invoiced). The Consultant shall attend meetings with LeeTran for project review and/or coordination, as requested.

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- B. County Coordination and Review: The Consultant shall coordinate with Lee County and LeeTran operations regarding the placement/location of the shelter. The Consultant shall review the previously completed plans and submit Construction Plans for LeeTran / Lee County review and comment. LeeTran/Lee County will review the plans and prepare comments on the Consultant's review of the previously completed design. The Consultant shall provide responses to LeeTran/Lee County's comments via letter, email, or fax.
- C. Project Scheduling: The Consultant shall prepare an overall project schedule using Microsoft Project. The schedule shall be provided to LeeTran in electronic format and on paper in a readable scale within 10 business days of the Notice to Proceed. The Consultant shall provide LeeTran an updated Microsoft Project schedule to reflect actual project progress with each submittal phase.

**Task One Deliverables:**

- Project Schedule in Microsoft Project software format, "11x17" in a readable scale;
- Monthly project progress reports with proposed schedule for upcoming period;
- Minutes of each meeting distributed to each attendee and others as requested by LeeTran;
- Necessary graphics, notes, exhibits, schedules, tables, or other material used to facilitate meetings with LeeTran;
- Written responses to LeeTran comments at each design submittal stage via letter, email, or fax;
- Completion of review of the previously designed shelter plans

**6.3 Task 2 – Final Phase (100%) Plans**

The Final Phase (100%) plans may include modifications or revisions to the previously designed plans and construction plans as a result of County/LeeTran review and comment. The Final Phase (100%) plans submittal package shall include:

- A. Final Phase (100%) Plans: The Consultant shall prepare and submit modifications or revisions to all plans based on County/LeeTran review of the plans.
- B. Construction Cost Opinion: The Consultant shall submit on company letterhead an opinion of probable construction costs for each design plan. As part of the estimate, the Consultant shall attach to the letter a detailed list showing each bid item, bid number, bid item description, unit of measurement, and an estimated unit price. The estimate shall be based on available historical cost data for the relative project size.
- C. Construction Permitting: The Consultant shall obtain necessary Building and site permits. The Consultant shall also prepare the necessary forms to obtain a necessary right-of-way use permit for each bus. These forms should be delivered with the 100% plans for inclusion in the construction package to be utilized by the Contractor.

**Task Two Deliverables:**

- Written responses to LeeTran's comments;
- 100% Construction Cost Opinion with each design plan
- 100% Plans.

**6.4 Task 3 – Bid Phase Services**

Provide Bidding Phase Services, which are limited to:

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- Provide Engineer's Opinion of Cost with each associated design plan.
- Provide scope of work details to be utilized in construction phase solicitation package.
- Perform review of County issued solicitation package prior to advertisement.
- Attendance and participation at up to (3) pre-bid meetings total for the project.
- Provide review and response to Requests for Information and Addenda items during the solicitation process.
- Review Contractor submissions received and provide Recommendation for Award or Concurrence to Recommendation for award to County.

**7. PROJECT SCOPE PART 2 – ADA COMPLIANCE TO EXISTING BUS STOP LOCATIONS**

**7.1 Design of approximately 102 existing LeeTran bus stops to include compliance with the most current regulations under the ADA that relate to bus stops, landing pads, shelters, amenities, and bus route infrastructure improvement and provide construction management and oversight of these improvements. Includes design of relocation of bus stop should relocation be necessary to comply with the most current regulations under the ADA.**

**7.2 Task 1 - Project Administration and Management**

- A. Meetings: The Consultant shall provide project progress reports by email, letter, or fax to LeeTran personnel on a monthly basis (or as invoiced). The Consultant shall attend meetings with LeeTran for project review and/or coordination, as requested.
- B. County Coordination and Review: The Consultant shall coordinate with Lee County and LeeTran operations regarding the improvement, or relocation of the bus stop/shelter. The Consultant shall prepare and submit Construction Plans for LeeTran/Lee County review and comment at the 90% submittal phase. LeeTran/Lee County will review the plans and prepare comments on the Consultant's design. The Consultant shall provide responses to LeeTran/Lee County's comments via letter, email, or fax.
- C. Project Scheduling: The Consultant shall prepare an overall project schedule using Microsoft Project. The schedule shall be provided to LeeTran in electronic format and on paper in a readable scale within 10 business days of the Notice to Proceed. The Consultant shall provide LeeTran an updated Microsoft Project schedule to reflect actual project progress with each submittal phase.
- D. Utility Coordination: A survey of the existing utilities based upon above ground location of identifiable physical appurtenances shall be performed, as part of the Specific Purpose Survey as outlined in Task 3 and any available record plan data will be used. Any identified conflicts shall be shown in the design plans with a note on the plan sheet to the contractor and reflected in the overall project schedule.

**Task One Deliverables:**

- Project Schedule in Microsoft Project software format, "11x17" in a readable scale;
- Monthly project progress reports with proposed schedule for upcoming period;
- Minutes of each meeting distributed to each attendee and others as requested by LeeTran;
- Necessary graphics, notes, exhibits, schedules, tables, or other material used to facilitate meetings with LeeTran;
- Written responses to LeeTran comments at each design submittal stage via letter, email, or fax.

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**7.3 Task 2 – Design Phase (Conceptual) Plans**

- A. **Field Reviews:** The Consultant shall conduct project site visits in order to identify site features that are out of the ordinary or do not meet current ADA and building regulations. Existing features that may influence the site design will ultimately determine the area to be delineated for data collection. The Consultant shall obtain available data pertinent to the project, as needed, such as, but not limited to digital aerial photography, roadway drawings, driveway drawings, sidewalk drawings, drainage maps, and tax maps. All information available at LeeTran offices shall be at no cost to the Consultant. However, it is the Consultant's responsibility to coordinate and collect data from each agency, as required. It is anticipated that one person from the Consultant's firm will conduct the reviews within 30 days of the Notice to Proceed.
- B. **Preliminary Sketch:** Based on findings from the field review, the Consultant shall provide a preliminary sketch on an aerial map for the existing and/or proposed bus stop installation. This sketch will provide the basis for LeeTran and the Consultant to make a go / no-go decision on the proposed location. These sketches should include approximate distances and measurements.

**Task Two Deliverables:**

- Three sets of Preliminary site design sketches over aerial imagery (11"x17") for LeeTran review.

**7.5 Task 3 – Data Collection**

- A. **Data Collection:** During the design process, the project may require coordination with various County Departments and governmental agencies. When engineering decisions, information, or other support services are available from the various County Departments, it shall be the Consultant's responsibility to request, through the LeeTran Project Manager, the support required from the appropriate County Departments. The Consultant shall be responsible for any follow up required with regard to the status of the information requested. The Consultant will coordinate with governmental entities to ensure coordination and approval of the shelter project being proposed under their jurisdiction.
- B. **Surveying:** The Consultant shall perform Specific Purpose Surveys for each proposed/relocated bus stop location based on those areas determined as a "go" from Task 2. All survey work will be pursuant to Chapter 5J-17, Florida Administrative Code and Lee County Survey Standards. The Specific purpose surveys will include the following:
- a. Horizontal and vertical location of all above ground features and utilities (power poles, edge of pavement, centerline of roadway, curb and gutter, driveways, sidewalks, manholes, drainage structures, trees, above ground utilities, etc. Topographic ground shots to be on a +/- 25 foot grid. The limits of the topography will be from the nearest lane line 10 feet past the right-of-way line for 150 feet along the roadway (75 feet before and 75 feet past the proposed bus stop location);
  - b. Two horizontal control points will be set per site. The two control points will act as survey baselines for each of the sites;
  - c. Two temporary benchmarks will be set per site;
  - d. Determination of right-of-way within the parcel of the proposed bus stop location. Proposed bus stop locations along State/County roadways will reference the latest State/County right-of-way maps;

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- e. Horizontal Datum: NAD 83 (2011), Florida State Plane Coordinates, West Zone;
  - f. NAVO 88 will be used for Vertical Datum (based on GPS observations using GEOID 12B).
- C. Geotechnical Analysis: It is assumed that no geotechnical information will be required; in the event that geotechnical analysis is required, this shall be an Optional Professional Service.
- D. Environmental: It is assumed no wetland delineation will be required; in the event that a wetland analysis is required, this shall be an Optional Professional Service.

Task Three Deliverables:

- Electronic file and surveyor's report of each site.

7.6 Task 4 – Design Phase (90%) Plans

The Consultant shall provide details for the improved and proposed bus stop installations, drainage modifications, and calculations to validate design as needed. The Consultant will coordinate with the County to obtain any existing construction plans, as-built information, utility locates or record drawings, if any exist. The Consultant will coordinate with governmental entities to ensure coordination and approval of the bus stop/shelter project being built under their jurisdiction. Each bus stop/shelter will be designed as a stand-alone set of plans. The Design Phase (90%) plans submittal package shall include:

- A. Design Phase (90%) Plans: Services shall include the preparation of a key sheet, a general notes sheet which shall include the summary of quantities, a plan sheet which shall include the applicable horizontal control data, and any necessary drainage details. The improved and proposed bus stops shall be designed to be ADA compliant.
- B. Identification of Existing Utility Facilities: The Consultant shall incorporate utility information from the Specific Purpose Survey into the design plans and will, wherever possible, minimize design impacts to existing utilities.
- C. Design Phase (90%) Construction Cost Opinion: The Consultant shall submit on company letterhead an opinion of probable construction costs for each location plan set. As part of the estimate, the Consultant shall attach to the letter a detailed list showing each bid item, bid number, bid item description, unit of measurement, and an estimated unit price. The estimate shall be based on available historical cost data for the relative project size.

Task Four Deliverables:

- Three sets of Design Phase (90%) plans (11"x17") for LeeTran/County review (digital and electronic);
- 90% Construction Cost Opinion with each design plan.

7.7 Task 5 – Final Phase (100%) Plans

The Final Phase (100%) plans shall include modifications or revisions to the Design Phase (90%) construction plans as a result of County/LeeTran review and comment during the (90%) plans submittal. The Final Phase (100%) plans submittal package shall include:

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- A. Final Phase (100%) Plans: The Consultant shall prepare and submit modifications or revisions to all plans based on County/LeeTran review of the (90%) plans.
- B. Quantity Take-Offs: The Consultant shall revise final quantity take-off calculations for all items required to construct the proposed bus stop improvements with revisions from LeeTran comments during the Design Phase (90%) submittal.
- C. Construction Permitting: The Consultant shall obtain necessary Building and site permits for the bus stop/shelter locations. The Consultant shall also prepare the necessary forms to obtain a necessary right-of-way use permit for each bus. These forms should be delivered with the 100% plans for inclusion in the construction package to be utilized by the Contractor.

Task Five Deliverables:

- Three sets of signed and sealed Final Phase (100%) construction plans (11"x17"), and one (1) CD containing the applicable MicroStation and PDF electronic files format;
- Written responses to LeeTran's comments;
- 100% Construction Cost Opinion with each design plan.

**7.8 Task 6 – Bid Phase Services**

Provide Bidding Phase Services, which are limited to:

- Provide Engineer's Opinion of Cost with each associated design plan.
- Provide scope of work details to be utilized in construction phase solicitation package.
- Perform review of solicitation package prior to advertisement.
- Attendance and participation at up to (3) pre-bid meetings total for the project.
- Provide review and response to Requests for Information and Addenda items during the solicitation process.
- Review Contractor submission received and provide Recommendation for Award or Concurrence to Recommendation for award to County.

**8. PROJECT SCOPE PART 3 - CONSTRUCTION COMPLIANCE**

8.1 It is the intent for LeeTran to manage the day-to-day issues during the construction phase of the project, with the Consultant providing the following:

- Review shop drawings, respond to requests for clarification, and conduct up to (2) site visits per site as requested by LeeTran;
- Preparation of punch list and;
- Certification of Final Completion to LeeTran;
- Preparation of revised cost estimate in the event of change orders;
- Provide Observation Report from each site visit;
- Provide As-Built based on information provided by the contractor and post construction inspection (Note: this will be based off post construction site inspection and not as-built surveys);
- Review and approval of construction pay apps;
- Review and approve final payment checklist from contractor.

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**9. OPTIONAL PROFESSIONAL SERVICES**

9.1 LeeTran shall compensate the Consultant for such Optional Professional Services as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed upon in writing by both parties to this agreement. Activities to be considered Optional Professional Services include sub-surface utility exploration, wetland delineation and analysis, geotechnical investigation, structural review and design, Water Management District Permitting, and legal sketches and descriptions.

**10. LOCATIONS**

Anticipated locations for Part 1 and Part 2 of this scope are listed below. Locations may be added or removed at the discretion of Lee County. No work is guaranteed.

**10.1 PART 1 – REVIEW OF SHELTERS WITH DESIGN PLANS: LOCATIONS**

IDNumber	StreetOn	StreetIntersect	Longitude	Latitude	LeeTran Phase #
1733	PALM BEACH BLVD	SR 31	-81.761928	26.701107	12-3
470	N TAMIAMI TRL	PONDELLA RD	-81.880878	26.668434	12-6
1118	SAN CARLOS BLVD	SUMMERLIN RD	-81.94344726	26.49559923	15-1
0167	DR MARTIN LUTHER KING JR BLVD	ROCKFILL RD	-81.83038134	26.64144151	15-2
0169	DR MARTIN LUTHER KING JR BLVD	FLINT DR	-81.833183	26.64139092	15-3
0499	BAYSHORE RD	COON RD	-81.85283906	26.69727239	15-4
1576	S TAMIAMI TRL	ISLAND PARK RD	-81.85742716	26.50439203	15-5
0251	S CLEVELAND AVE	DANIELS PKWY	-81.87139381	26.54889056	15-6
1473	S CLEVELAND AVE	CLAYTON CT	-81.87207849	26.58588179	15-7
557	LAUREL DR	GARDEN ST	-81.885126	26.70401	16-5
1512	CYPRESS LAKE DR	UNIVERSITY CENTER BLVD	-81.88451026	26.54623309	17-1
1540	CYPRESS LAKE DR	REFLECTION LAKES PKWY	-81.88112239	26.5459449	17-2
0275	COLLEGE PKWY	FSW PKWY	-81.8882183	26.55680317	17-3
0571	TUCKER LN	HART DR	-81.86607551	26.72387046	17-4
0103	MICHIGAN AVE	ZAPATO ST	-81.83361666	26.64843259	17-5
1492	DANIELS PKWY	DANPORT BLVD	-81.80072828	26.54749752	17-6
0560	MCDANIEL DR	LAUREL LN	-81.86988161	26.70621404	18-1
0564	GISH LN	EBSON DR	-81.87383885	26.71303553	18-2
0589	PINE ISLAND RD	N TAMIAMI TR	-81.88527864	26.68220104	18-3
0588	BAYSHORE RD	N TAMIAMI TR	-81.88165395	26.6823701	18-4
0446	SANIBEL BLVD	LEE RD	-81.81418243	26.47303222	18-5
0459	THREE OAKS PKWY	QUENTE WAY	-81.78868114	26.43371941	18-6
1531	JOHN MORRIS RD	MCGREGOR BLVD	-81.9678503	26.49900493	19-1
1536	SUMMERLIN RD	PARK ROYAL DR	-81.90481274	26.50849862	19-2
1515	SUMMERLIN RD	WINKLER RD	-81.8993104	26.51406374	19-3
1120	SAN CARLOS BLVD	LINDA LOMA DR	-81.94329135	26.49663091	19-4
1125	SAN CARLOS BLVD	KELLY RD	-81.94358395	26.50805709	19-5
1113	SAN CARLOS BLVD	MARSHWOOD LN	-81.94371753	26.50741955	19-6

**EXHIBIT I  
PROJECT FUNDING PACKAGE**

IDNumber	StreetOn	StreetIntersect	Longitude	Latitude	LeeTran Phase #
0621	PALM BEACH BLVD	TERRY AVE	-81.84415731	26.65858207	20-1
0652	PALM BEACH BLVD	CARTAGENA AVE	-81.72488892	26.70914292	20-2
0913	JOEL BLVD	E 6TH ST	-81.59778928	26.62234044	20-3
0701	COLONIAL BLVD	DEER RUN FARMS RD	-81.83891395	26.59733212	20-4
1831	WINKLER AVE	PAISSILO AVE	-81.82894197	26.60930183	20-5
2013	COCONUT RD	VIA VILLAGIO	-81.80857483	26.39819595	21-1
1360	OLD 41	SHANGRI-LA RD	-81.7883348	26.36043782	21-2
1262	HICKORY BLVD	KINGS KEW	-81.84540775	26.33189444	21-3
1244	HICKORY BLVD	KINGS KEW	-81.84528902	26.33094849	21-4
1630	BONITA BEACH RD	IMPERIAL RIVER RD	-81.82103877	26.33038306	21-5
1235	LOVERS KEY PARK	ESTERO	-81.86732938	26.39292136	21-6

**10.2 PART 2 – ADA COMPLIANCE TO EXISTING BUS STOP LOCATIONS**

IDNumber	StreetOn	StreetIntersect	Longitude	Latitude
0387	DEL PRADO BLVD N	NE 7TH ST	-81.9412	26.66578
0300	DEL PRADO BLVD N	NE 6TH TER	-81.9409	26.66369
1098	WINKLER RD	POPHAM DR	-81.8991	26.52834
1494	DANIELS PKWY	PALOMINO LN	-81.8053	26.54742
1496	DANIELS PKWY	SHIRE LN	-81.819	26.54715
1498	DANIELS PKWY	CROSS CREEK BLVD	-81.8266	26.5468
1500	DANIELS PKWY	SIX MILE CYPRESS PKWY	-81.8402	26.54683
1511	CYPRESS LAKE DR	LAKE BREEZE DR	-81.882	26.54623
1093	WINKLER RD	LUECK LN	-81.8988	26.54118
1095	WINKLER RD	EDGEWATER CIR	-81.8983	26.53537
1097	WINKLER RD	KIMBERLY TER	-81.8991	26.5301
1099	WINKLER RD	VILLMOOR LN	-81.899	26.52654
1516	SUMMERLIN RD	PARK ROYAL DR	-81.9052	26.50867
1524	SUMMERLIN RD	KELLY COVE DR	-81.9517	26.49437
1527	SUMMERLIN RD	JOHN MORRIS RD	-81.9732	26.49375
1644	SUMMERLIN RD	SAN CARLOS BLVD	-81.9443	26.4937
1522	SUMMERLIN RD	SAFETY ST	-81.9292	26.49426
1144	WINKLER RD	MYERLEE COUNTRY CLUB BLVD	-81.8981	26.53824
1146	WINKLER RD	MEMOLI LN	-81.8982	26.54371
1147	WINKLER RD	CYPRESS LAKE DR	-81.8981	26.5449
1543	DANIELS PKWY	PINE VILLA LN	-81.8598	26.54599
1547	DANIELS PKWY	BROOKSHIRE LAKE BLVD	-81.8428	26.54643
1533	SUMMERLIN RD	M ST	-81.9593	26.49388
1139	WINKLER RD	BRINDLE LN	-81.8989	26.52609
1142	WINKLER RD	FRANCHI BLVD	-81.8991	26.53306
1145	WINKLER RD	LUECK LN	-81.8985	26.54097

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IDNumber	StreetOn	StreetIntersect	Longitude	Latitude
0770	PONDELLA RD	PALM AVE	-81.8911	26.66742
0775	PONDELLA RD	JUNE PKWY	-81.9096	26.6674
0778	AUGUST ST	ORANGE GROVE BLVD	-81.9155	26.66639
0785	ORANGE GROVE BLVD	RIVETER RD	-81.9156	26.65391
0786	ORANGE GROVE BLVD	GOLF CLUB DR	-81.9156	26.65157
0787	ORANGE GROVE BLVD	ST CLAIR AVE W	-81.9156	26.64902
0797	SE 24TH AVE	HANCOCK BRIDGE PKWY	-81.9239	26.65137
0801	HANCOCK BRIDGE PKWY	NE 17TH PL	-81.9384	26.65254
0790	ORANGE GROVE BLVD	INLET DR	-81.9156	26.64077
2237	HANCOCK BRIDGE PKWY	SE 16TH PL	-81.9403	26.65177
0747	ORANGE GROVE BLVD	INLET DR	-81.9154	26.64009
0738	HANCOCK BRIDGE PKWY	SE 20TH CT	-81.9311	26.65247
0739	HANCOCK BRIDGE PKWY	NE 22ND AVE	-81.9281	26.65255
0741	SE 24TH AVE	HANCOCK BRIDGE PKWY	-81.9241	26.65216
0750	ORANGE GROVE BLVD	GOLF CLUB DR	-81.9154	26.65119
1163	ROYAL PALM SQUARE BLVD	SUMMERLIN RD	-81.8844	26.59428
1166	VIA ROYALE	COLONIAL BLVD RAMP	-81.8885	26.59586
1165	ROYAL PALM SQUARE BLVD	VIA ROYALE	-81.8883	26.59422
0609	N CLEVELAND AVE	PONDELLA RD	-81.889	26.66599
0695	MONROE ST	SECOND ST	-81.8706	26.642
1459	CLEVELAND AVE	LINHART AVE	-81.8724	26.62458
1460	CLEVELAND AVE	HANSON ST	-81.8723	26.62278
1463	CLEVELAND AVE	GRACE AVE	-81.8723	26.61841
1473	S CLEVELAND AVE	CLAYTON CT	-81.8721	26.58579
1601	S CLEVELAND AVE	D ST	-81.8717	26.59055
1608	CLEVELAND AVE	HILL AVE	-81.8718	26.6096
1613	CLEVELAND AVE	HANSON ST	-81.8721	26.62307
1617	CLEVELAND AVE	EDISON AVE	-81.8724	26.63305
1618	CLEVELAND AVE	LAFAYETTE ST	-81.8725	26.63484
1184	SAN CARLOS BLVD	FT MYERS BCH PLAZA	-81.9521	26.46346
1321	SAN CARLOS BLVD	SAN CARLOS RV PARK	-81.9509	26.46836
1206	ESTERO BLVD	RED COCONUT RV-P	-81.9375	26.44595
1181	SAN CARLOS BLVD	SIESTA DR	-81.9513	26.47937
1207	ESTERO BLVD	DONORA BLVD	-81.9357	26.44503
1305	ESTERO BLVD	BAYLAND RD	-81.9194	26.43544
1284	ESTERO BLVD	MOUND RD	-81.9069	26.42544
1848	VA HOSPITAL	VA HOSPITAL	-81.92	26.68494
0761	PONDELLA RD	GREEN AVE	-81.9036	26.66724
0762	PONDELLA RD	TRAVIS AVE	-81.9019	26.66722
0472	N TAMIAAMI TRL	CRESCENT LAKE DR	-81.8829	26.67499
0475	WEST MARIANA	MANY RD	-81.8957	26.67834
0550	N CLEVELAND AVE	LEESURE LN	-81.9	26.70555

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IDNumber	StreetOn	StreetIntersect	Longitude	Latitude
0573	HART RD	CASE LN	-81.8659	26.7167
0582	HART RD	CONESTOGA TRL	-81.8669	26.68913
0478	MERCHANTS CROSSING	N TAMIAMI TRL	-81.9019	26.68492
1968	NE PINE ISLAND RD	DEL PINE DR	-81.9335	26.67162
1846	NE 6TH ST	DEL PRADO BLVD S	-81.9403	26.66296
0545	PONDELLA RD	WESTWOOD DR	-81.9261	26.66732
2172	PONDELLA RD	NE 25TH AVE	-81.9187	26.66726
0759	PONDELLA RD	JUNE PKWY	-81.912	26.66727
0471	N TAMIAMI TRL	BROOKS RD	-81.8825	26.67115
0476	WEST MARIANA	N CLEVELAND AVE	-81.8988	26.67834
1883	N CLEVELAND AVE	SATURN CIR	-81.8999	26.70228
0566	EBSON DR	PAYNE LN	-81.874	26.72032
0580	HART RD	ZOYSIA LN	-81.866	26.69852
0496	BAYSHORE RD	WHALEYS DR	-81.8622	26.68973
0499	BAYSHORE RD	COON RD	-81.8529	26.69724
0504	BAYSHORE RD	HART RD	-81.8648	26.68859
0503	BAYSHORE RD	SHORELINE BLVD	-81.8619	26.69037
1164	ROYAL PALM SQUARE BLVD	RARCO BLV	-81.8861	26.59424
1519	SUMMERLIN RD	BASS RD	-81.9117	26.50272
1094	WINKLER RD	MYERLEE COUNTRY CLUB BLVD	-81.8983	26.5382
0495	BAYSHORE RD	HART RD	-81.8642	26.68855
1553	DANIELS PKWY	SKYPORT AVE	-81.8027	26.54704
0581	HART RD	FOREST PARK DR	-81.8668	26.69675
0557	LAUREL DR	GARDEN ST	-81.8851	26.70401
1781	GLADIOLUS DR	SAN CARLOS BLVD	-81.9415	26.51588
1780	GLADIOLUS DR	SAN CARLOS BLVD	-81.9414	26.51617
1112	SAN CARLOS BLVD	MCGREGOR BLVD	-81.944	26.51413
1117	SAN CARLOS BLVD	CINNAMON COVE BLVD	-81.9435	26.49862
1089	FSW LN	CYPRESS LAKE DR	-81.8896	26.54668
1064	VIA ROYALE	ROYAL PALM SQUARE BLVD	-81.8887	26.59537
1065	ROYAL PALM SQUARE BLVD	SUMMERLIN RD	-81.8852	26.59414
1156	MASON CORBIN CT	RED CEDAR DR	-81.8821	26.58497
1090	CYPRESS LAKE DR	OVERLOOK DR	-81.8922	26.54613
1091	CYPRESS LAKE DR	BROADHURST LOOP	-81.8951	26.54609

**11. OTHER INFORMATION**

11.1 Upon commencement of negotiations, Consultant will be expected to provide a proposal or fee that includes a detailed cost breakdown including General and Administrative Expenses, Overhead, and Profit rates. Consultant must advise if audited rates are available and shall provide such rates and documentation for use in negotiation and Cost Analysis. Consultant shall provide fee and cost breakdown supporting documentation where and as requested by the County.

*End of Detailed Specifications*

**EXHIBIT I**  
**PROJECT FUNDING PACKAGE**

**SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA**

**1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA**

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2 Submittal package may not exceed **10 pages** printed single-sided; **page restriction excludes required forms found herein and dividers**. **PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3 Proposers shall submit one (1) original hard copy (clearly marked as such) and six (6) electronic version(s) on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

**COVER PAGE: Introduction**

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- How many years has Proposer been in business under present name?
- Under what other former names has your organization operated?

**TAB 1: Relevant Experience in Engineering & Architectural Services**

- In a concise statement describe your Firm's design experience, emphasizing compliancy with ADA and FDOT Guidelines as well as showing your Firm's expertise and qualification in the successful design, permitting and completion of similar projects.
- Provide descriptions and details of a minimum of three (3) similar projects in process or completed within the last 7 years. The three references of relevant experience should include:
  - Project Name
  - Project Address
  - Customer Name
    - Preferred specific Project Manager's or equivalent name
  - Project Manager or Customer Contact Information (who can verify your work)
    - Point of contact Name, Phone, and Email
  - Brief description of work provided.
  - Final costs of work
  - Total completion time (From Notice to Proceed to Final Invoice payment)

**EXHIBIT I  
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- Provide a statement of understanding that your firm recognizes the County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

**TAB 2: Plan of Approach**

- Give a brief, but precise statement to describe your Firm’s approach in the following items:
  - What will be your Firm’s approach to complete the Engineering and Architectural Services requested and described herein and what steps will you take to ensure that the schedule and anticipated deliverables are met?
  - How can your Firm’s approach to the project be beneficial and cost effective to the County?

**TAB 3: Key Personnel**

- Provide a detailed description of the firm’s specific project management team that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual’s knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.
- Provide similar project experience that demonstrates the qualifications of the Project Manager and Project Engineer to be assigned to this project.
- Firm must identify staff member that will serve as Project Director that 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.
- Provide a statement acknowledging your firm’s understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.
- Provide resumes of proposed **specific** project management team to be assigned to the Lee County contract.  
*\*Resumes are not included within page restrictions, but should be limited to one (1) page per person.\**

**TAB 4: Required Forms**

- Forms 1-7

**2. SCORING CRITERIA & WEIGHT**

CRITERIA / TAB	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	Relevant Experience in Engineering & Architectural Services	40
2	Plan of Approach	25
3	Key Personnel	35
<b>TOTAL POINTS</b>		<b>100</b>
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.		

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**3. RFP SUBMISSION SCHEDULE**

<b>Submission Description</b>	<b>Date(s)</b>	<b>Time</b>
Advertise Request for Proposal (RFP)	Friday, March 2, 2018	N/A
Pre-Proposal Meeting	N/A	N/A
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Thursday, April 5, 2018	Prior to 2:30 PM
First Committee Meeting & Discussion	Tuesday, April 24, 2018	TBD
Notify Shortlist Selection via e-mail (If applicable)	Monday, April 20, 2018	N/A
Final Scoring/Selection Meeting (If applicable)	Thursday, May 17, 2018	TBD
<p><b>Additional notes on Submission Schedule:</b></p> <ul style="list-style-type: none"> <li>• <i>Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.</i></li> <li>• <i>Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.</i></li> <li>• <i>Unless otherwise stated, location of all openings and meetings will take place at 1500 Monroe Street, Fort Myers, FL 33901 – 4<sup>th</sup> Floor Procurement Management.</i></li> </ul>		

*End of Submittal Requirements & Evaluation Criteria Section*

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**LEE COUNTY DOCUMENT MANAGEMENT FORM**

**For**

**CN180087LAC, Architectural Design Services & Construction Oversight for LeeTran’s Passenger Amenities Program**

These forms are required as indicated below and all required forms should be submitted with all submissions. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked “N/A or Not Applicable” across the form in large letters and returned with your submission package. The original must be a manually signed. Include additional copies, if specified, in the Solicitation documents.

<b>FORM #</b>	<b>TITLE / DESCRIPTION</b>	<b>REQUIRED STATUS (Required, Not Required, If Applicable)</b>	<b>VENDOR CHECK-OFF</b>
1	Solicitation Response Form	Required	
N/A	Business Relationship Disclosure Requirement	If Applicable	
2	Affidavit Certification Immigration Laws	Required	
3	Reference Survey	Required	
4	Negligence or Breach of Contract Disclosure Form	Required	
5	Affidavit Principal Place of Business	Required	
6	Sub-Contractor List	Required	
7	Public Entity Crime Form	Required	
*	Proposal Label	Required	
*	Inclusion of any licenses of certifications requested.	If Applicable	
<b>GRANT FUND – REQUIRED DOCUMENTS</b>			
1	Lobbying	Required	
2	Debarment and Suspension	Required	
3	E-Verify	Required	
*	Evidence of Enrollment in the E-Verify Program (Profile or MOU)	Required	
*	Form LLL – Disclosure of Lobbying Activity	If Applicable	

It is the Proposer’s responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within you submission package.

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**REQUIRED FORMS**  
**REQUEST FOR PROPOSAL CCNA**

These forms are required and should be submitted with all proposals. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and returned with your submission package. *Note:* If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.

**Form #**    **Title/Description**

***1***    ***Solicitation Response Form***

All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.

Verify that all addenda and tax identification number have been provided.

***1a***    ***Minimum Requirements Table (RFP-CCNA) (if applicable)***

Provide relevant project information.

***1b***    ***Business Relationship Disclosure Requirement (if Applicable)***

Sections 112.313(3) and 112.313(7), FL § , prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. **If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the Proposer's responsibility to request form and disclose this relationship, failure to do so could result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF FL § #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.00.

***2***    ***Affidavit Certification Immigration Laws***

Form is acknowledgement that the Proposer is in compliance in regard to Immigration Laws.

***3***    ***Reference Survey***

Provide this form to reference respondents. This form **will be turned in with the proposal** package.

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete "Section 3."
4. **Section 4:** The reference respondent to print and sign name
5. **Reference responses** are to be **returned with the proposal package**.
6. Failure to obtain reference surveys may make your company non-responsive.

***4***    ***Negligence or Breach of Contract Disclosure Form***

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the Proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed

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in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter “None” in the first “type of incident” block of the form. Please do not write N/A on this form.

**5**     ***Affidavit Principal Place of Business***

Certifies Proposer’s location information

**6**     ***Sub-Contractor List*** (if applicable)

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

**7**     ***Public Entity Crimes Form***

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

***Proposal Label*** (Required)

Self-explanatory. Please affix to the outside of the sealed submission documents. The mailing envelope **MUST** be sealed and marked with:

- ✓ Solicitation Number ,
- ✓ Opening Date and/or Receiving Date
- ✓ Mailing Address:  
Lee County Procurement Management Division  
1500 Monroe Street, 4<sup>th</sup> Floor Fort Myers, FL 33901

***FTA 1***   ***Lobbying***

***FTA 2***   ***Debarment and Suspension***

***FTA 3***   ***E-Verify***

\*     ***Evidence of enrollment in E-Verify Program***

\*     ***Form LLL – Disclosure of Lobbying Activities***

***Include any licenses or certifications requested*** (if applicable)

It is the Proposer’s responsibility to ensure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)

# Tab 4: Required Forms

## Form 1 – Solicitation Response Form



### LEE COUNTY PROCUREMENT MANAGEMENT SOLICITATION RESPONSE FORM

Date Submitted: 4/5/2018 Deadline Date: 4/5/2018

SOLICITATION IDENTIFICATION: CN180087LAC

SOLICITATION NAME: Architectural Design Services & Construction Oversight for LeeTran's Passenger Amenities Program

COMPANY NAME: Atkins North America, Inc.

NAME & TITLE: (TYPED OR PRINTED) Charlotte A. Maddox, PE, PMP, Vice President/Senior Sector Manager

BUSINESS ADDRESS: (PHYSICAL) 1514 Broadway, Suite 202, Fort Myers, Florida 33901

CORPORATE OR MAILING ADDRESS:

SAME AS PHYSICAL 4030 West Boy Scout Boulevard, Suite 700, Tampa, Florida 33607

**ADDRESS MUST MATCH SUNBIZ.ORG**

E-MAIL ADDRESS: charlotte.maddox@atkinsglobal.com

PHONE NUMBER: 813.282.7275 FAX NUMBER: 813.281.3634

**NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.**

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. <u>1</u> Dated: <u>March 22, 2018</u>	No. _____ Dated: _____	No. _____ Dated: _____
No. _____ Dated: _____	No. _____ Dated: _____	No. _____ Dated: _____

Tax Payer Identification Number: 59-0896138

(1) Employer Identification Number -OR- (2) Social Security Number:

**\*\* Lee County collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the website [www.sunbiz.org](http://www.sunbiz.org) establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

1 **Collusion Statement:** Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 **Scrutinized Companies Certification:**

Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL § .

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL § , the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

**EXHIBIT I  
PROJECT FUNDING PACKAGE**

*Form#1 – Solicitation Form, Page 2*

3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL § , prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

**If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the Proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.**

**Business Relationship Applicable (request form)**       **Business Relationship NOT Applicable**

4 **Disadvantaged Business Enterprise (DBE) Proposer?** If yes, please attach a current certificate.      Yes       No

**ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER, WITNESSED AND SEALED (IF APPLICABLE)**

Atkins North America, Inc.  
Company Name (Name printed or typed)

Charlotte Maddox, PE, PMP  
Authorized Representative Name (printed or typed)

Vice President/Senior Sector Manager  
Authorized Representative's Title (printed or typed)

\_\_\_\_\_  
Authorized Representative's Signature



**Jayanth Jayaram**  
**Assistant Secretary**  
(Affix Corporate Seal, if applicable)  
Witnessed/Attested by:      (Witness/Secretary name and title printed or typed)

\_\_\_\_\_  
Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

.org

**Detail by Entity Name**

Florida Profit Corporation  
ATKINS NORTH AMERICA, INC.

Filing Information

**Document Number** 233840  
**FEI/EIN Number** 59-0896138  
**Date Filed** 02/29/1960  
**State** FL  
**Status** ACTIVE  
**Last Event** NAME CHANGE AMENDMENT  
**Event Date Filed** 02/04/2011  
**Event Effective Date** 04/01/2011

Principal Address

4030 WEST BOY SCOUT BOULEVARD  
SUITE 700  
TAMPA, FL 33607

Changed: 01/13/2010

Mailing Address

4030 WEST BOY SCOUT BOULEVARD  
SUITE 700  
TAMPA, FL 33607

Changed: 01/13/2010

Registered Agent Name & Address

EDGAR, C ERNEST IV  
4030 WEST BOY SCOUT BLVD.  
SUITE 700  
TAMPA, FL 33607

Name Changed: 11/09/2010

Address Changed: 09/14/2015

Officer/Director Detail

**Name & Address**

Title President, Director

NASH, GEORGE L., Jr.

EXHIBIT I  
PROJECT FUNDING PACKAGE

Detail by Entity Name

Page 2 of 4

10 EAST 40TH STREET  
13TH FLOOR  
NEW YORK, NY 10016

Title VP

GRATCH, SUSAN A.  
482 S. KELLER ROAD  
ORLANDO, FL 32810

Title AVP

REDDICK, DEBRA K  
840 S.W. MAIN BLVD  
SUITE 102  
LAKE CITY, FL 32025

Title DSV

EDGAR, C. ERNEST IV  
4030 WEST BOY SCOUT BLVD., STE. 700  
TAMPA, FL 33607

Title AVP

MANTECON, ROBERTO D  
800 WATERFORD WAY  
SUITE 700  
MIAMI, FL 33126

Title Sr. Vice President

MADDOX, CHARLOTTE A.  
4030 WEST BOY SCOUT BOULEVARD  
SUITE 700  
TAMPA, FL 33607

Title VP

MICIKAS, MARK D.  
4030 WEST BOY SCOUT BOULEVARD  
SUITE 700  
TAMPA, FL 33607

Title Treasurer

QUINN, SR., DAVID D.  
10 HIGH STREET  
SUITE 705  
BOSTON, MA 02110

Title SVP

**EXHIBIT I  
PROJECT FUNDING PACKAGE**

Detail by Entity Name

Page 3 of 4

JONES, JUSTIN P.  
20860 N. TATUM BLVD.  
SUITE 260  
PHOENIX, AZ 85050

Title Sr. Vice President

BURNS, KENNETH J., Jr.  
7604 TECHNOLOGY WAY  
SUITE 400  
DENVER, CO 80237

Title VP

WENDRZYK, CHESTER W.  
7175 MURRELL ROAD  
MELBOURNE, FL 32940

Title VP

RYAN, MICHAEL R.  
1514 BROADWAY  
SUITE 202  
FT. MYERS, FL 33901

Annual Reports

Report Year	Filed Date
2016	02/12/2016
2017	01/06/2017
2018	02/15/2018

Document Images

<a href="#">2016 Annual Report</a>	
<a href="#">2017 Annual Report</a>	
<a href="#">2018 Annual Report</a>	
<a href="#">2019 Annual Report</a>	
<a href="#">2020 Annual Report</a>	
<a href="#">2021 Annual Report</a>	
<a href="#">2022 Annual Report</a>	
<a href="#">2023 Annual Report</a>	
<a href="#">2024 Annual Report</a>	
<a href="#">2025 Annual Report</a>	
<a href="#">2026 Annual Report</a>	
<a href="#">2027 Annual Report</a>	
<a href="#">2028 Annual Report</a>	
<a href="#">2029 Annual Report</a>	
<a href="#">2030 Annual Report</a>	



EXHIBIT I  
PROJECT FUNDING PACKAGE

Form 2 - Affidavit Certification of Immigration Laws



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: CN180087LAC SOLICITATION NAME: ARCHITECTURAL DESIGN SERVICES & CONSTRUCTION OVERSIGHT FOR LEETRAN'S PASSENGER AMENITIES PROGRAM

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) (SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Atkins North America, Inc.

[Signature] Vice President/Senior Sector Manager March 19, 2018  
Signature Title Date

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was signed and acknowledged before me this 19th day of March 2018, by Charlotte A. Maddox, PE, PMP who has produced  
(Print or Type Name)  
[Signature] as identification.  
(Type of Identification and Number)

[Signature]  
Notary Public Signature

Jennifer Foley  
Printed Name of Notary Public

FF948809 March 4, 2020  
Notary Commission Number/Expiration



The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

**EXHIBIT C**  
**Lee County Procurement Management**  
**PROJECT FUNDING PACKAGE**  
**REFERENCE SURVEY**



**Solicitation # CN180087LAC**

**Architectural Design Services & Construction Oversight for LeeTran's Passenger Amenities Program**

<b>Section 1</b>	Reference Respondent Information	<b>Please return completed form to:</b>	
<b>FROM:</b>	Omar De Leon	<b>Bidder/Proposer:</b>	Atkins North America, Inc.
<b>COMPANY:</b>	Collier County Public Transit (PTNE)	<b>Due Date:</b>	3/29/18
<b>PHONE #:</b>	(239)252-4996	<b>Total # Pages:</b>	<b>1</b>
<b>FAX #:</b>	(239)252-6754	<b>Phone #:</b>	239-334-7275
<b>EMAIL:</b>	Omar.Deleon@colliercountyfl.gov	<b>Fax #:</b>	239-334-7277
		<b>Bidder/Proposer E-Mail:</b>	adrienne.wisdom@atkinsglobal.com

<b>Section 2</b>	Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
<b>Proposer Name:</b>	Atkins North America, Inc.		
<b>Reference Project Name:</b>	<b>Project Address:</b>	<b>Project Cost:</b>	
Collier Area Transit Bus Shelters	Multiple locations throughout Collier County	\$102,704.00	
<b>Summarize Scope:</b>	Provide professional engineering services associated with the design of passenger shelters and amenities at various locations in Collier County. Work includes survey, engineering analysis, verification of available right-of-way, obtaining required permits and preparation of bidding documents.		

**You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.**

Section 3	Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?	Y
2. Were any problems encountered with the company's work performance?	N
3. Were any change orders or contract amendments issued, other than owner initiated?	N
4. Was the job completed on time?	N
5. Was the job completed within budget?	Y
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	9
7. If the opportunity were to present itself, would you rehire this company?	Y
8. Please provide any additional comments pertinent to this company and the work performed for you:  Atkins has been great to work with and they have professional and attentive throughout this project .Delay in the project was a result of local delays and should not reflect negatively on Atkins.	

<b>Section 4</b>	Omar De Leon	<b>Please submit non-Lee County employees as references</b>
<b>Reference Name (Print)</b>	<b>DeleonOmar</b>	
<b>Reference Signature</b>	<small>Digitally signed by DeleonOmar DN: dc=col, ou=Lee County, dc=col, ou=Divisions, ou=PSD, ou=PSD Public Transit and Neighborhood Enhancement Department, ou=PT&amp;E User Accounts, cn=DeleonOmar, email=Omar.Deleon@colliercountyfl.gov Date: 2018.03.20 13:12:05 -0400</small>	

**EXHIBIT I  
PROJECT FUNDING PACKAGE**

Form 3 Reference Survey

Lee County Procurement Management

REFERENCE SURVEY

Solicitation # CN180087LAC



**Architectural Design Services & Construction Oversight for LeeTran's  
Passenger Amenities Program**

<b>Section 1</b>	Reference Respondent Information	Please return completed form to:	
<b>FROM:</b>	<u>Adam Nguyen</u>	<b>Bidder/Proposer:</b>	Atkins North America, Inc.
<b>COMPANY:</b>	<u>Lee County PSA Authority</u>	<b>Due Date:</b>	3/29/18
<b>PHONE #:</b>	<u>(239) 540-4610</u>	<b>Total # Pages:</b>	1
<b>FAX #:</b>		<b>Phone #:</b>	239-334-7275
<b>EMAIL:</b>	<u>ahnnguyen@flylcpa.com</u>	<b>Fax #:</b>	239-334-7277
		<b>Bidder/Proposer E-Mail:</b>	adrienne.wisdom@atkinsglobal.com

<b>Section 2</b>	Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
<b>Proposer Name:</b>	<u>Atkins</u>		
<b>Reference Project Name:</b>	<b>Project Address:</b>	<b>Project Cost:</b>	
<u>RSW Passenger Survey</u>	<u>RSW</u>	<u>\$96,817.21</u>	

**Summarize**

**Scope:** Atkins performed pasenger surveys to support the terminal expansion project at Southwest Florida International Airport.

**You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.**

<b>Section 3</b>	Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?	<u>YES</u>
2. Were any problems encountered with the company's work performance?	<u>NO</u>
3. Were any change orders or contract amendments issued, other than owner initiated?	<u>NO</u>
4. Was the job completed on time?	<u>YES</u>
5. Was the job completed within budget?	<u>YES</u>
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	<u>10</u>
7. If the opportunity were to present itself, would you rehire this company?	<u>YES</u>
8. Please provide any additional comments pertinent to this company and the work performed for you:  <u>NONE</u>	

<b>Section 4</b>	<u>ADAM NGUYEN</u>	Please submit non-Lee County employees as references
------------------	--------------------	--

Reference Name (Print) \_\_\_\_\_

Reference Signature

**EXHIBIT I  
PROJECT FUNDING PACKAGE**

Farm 3 Reference Survey



**Lee County Procurement Management**

**REFERENCE SURVEY**

**Solicitation # CN180087LAC**

**Architectural Design Services & Construction Oversight for LeeTran's Passenger Amenities Program**

<b>Section 1</b>	Reference Respondent Information	<b>Please return completed form to:</b>	
<b>FROM:</b>	Vinod Sancheti, PE	<b>Bidder/Proposer:</b> Atkins North America, Inc.	
<b>COMPANY:</b>	Sarasota County - Public Works	<b>Due Date:</b> 3/29/18	
<b>PHONE #:</b>	941-861-0803	<b>Total # Pages:</b> 1	
<b>FAX #:</b>		<b>Phone #:</b> 239-334-7275	<b>Fax #:</b> 239-334-7277
<b>EMAIL:</b>	vsancheti@scgov.net	<b>Bidder/Proposer E-Mail:</b> adrienne.wisdom@atkinsglobal.com	

<b>Section 2</b>	Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
<b>Proposer Name:</b>	Atkins North America, Inc.		
Reference Project Name	Project Address	Project Cost	
Honore Ave/Pinebrook Rd Extension	from Laurel Raod to SR 681	\$2,170,000	
Summarize Scope	PD&E and Design of a new 4 lane divided arterial roadway.		

**You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.**

<b>Section 3</b>		Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?		Yes
2. Were any problems encountered with the company's work performance?		NO
3. Were any change orders or contract amendments issued, other than owner initiated?		NO
4. Was the job completed on time?		Yes
5. Was the job completed within budget?		Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. <small>Rate from 1 to 10. (10 being highest)</small>		9
7. If the opportunity were to present itself, would you rehire this company?		Yes
8. Please provide any additional comments pertinent to this company and the work performed for you:		

<b>Section 4</b>	
Reference Name (Print)	VINOD K SANCHETI, PE
Reference Signature	

**Please submit non-Lee County employees as references**

# EXHIBIT I PROJECT FUNDING PACKAGE

Form 4 - Negligence or Breach of Contract Disclosure Form

REVISED 02/21/2017



## ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

**Company Name:** Atkins North America, Inc.

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>
NEGLIGENCE/PERSONAL INJURY	12/6/2017	SPOON, SANDRA VS. PAUL B. CARTER AND ATKINS NORTH AMERICA, INC. SWA GROUP AND JOHN L. GERMAN (6TH AMENDED PETITION FILED 1/11/2018)	CASE NO. 2016CI01808	DISTRICT COURT OF BEXAR CO., TX	Not Available	NEGLIGENCE/PERSONAL INJURY	Open
NEGLIGENCE/PERSONAL INJURY	11/15/2017	ROMERO, THALIA VS. ATKINS NORTH AMERICA, INC.	Not available	CIRCUIT COURT OSCEOLA CO., FL	Not Available	NEGLIGENCE/PERSONAL INJURY	Open
Negligence/wrongful death	9/15/2017	RODRIGUEZ, YALIX AS P/R OF EST OF JEANLIX NIEVES-RODRIGUEZ, ET AL	2016-CA-00385 AN	Osceola County, Florida	Not Available	Negligence	Open
Breach of contract	9/6/2017	RAYL ENGINEERING AND SURVEYING, LLC	Not available	Polk County, Florida	Not Available	Breach of Contract	Open
Negligence/personal injury	8/8/2017	SANCHEZ, CESAR	612307/2017	Suffolk County, New York	Not Available	Negligence	Open

Make as many copies of this sheet as necessary in order to provide a 10-year history of the requested information. If there is no action pending or action taken in the last 10 years, complete the company name and write "NONE" in the first "Type of Incident" box of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: 1 Of 10 Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

# EXHIBIT I PROJECT FUNDING PACKAGE

Form 4 - Negligence or Breach of Contract Disclosure Form

REVISED 02/21/2017



## ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please complete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

**Company Name:** Atkins North America, Inc.

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(Initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>
Negligence/ wrongful death	8/3/2017	WALKER, JOANN, INDIVIDUALLY, AND AS ADMINISTRATRIX OF EST. OF GRADY WALKER, DEC.	#17-A-2063-1	Cobb County, Georgia	Not Available	Negligence	Open
Discrimination	6/7/2017	BANOS, RAQUEL	2017-012091-CA01	Miami-Dade County, Florida	Not Available	Discrimination	Open
Breach of contract	11/15/2016	DENVER TRANSIT CONSTRUCTORS	2018CV30742	Denver County, Colorado	Not Available	Breach of contract	Active
Negligence/auto accident	10/20/2016	JETVIK, CHAD AS PERSONAL REP. OF EST. OF CAMILLE JETVIG	2016CA8164	Orange County, Florida	Not Available	Negligence	Settled
Negligence	6/9/2016	VALENTINO CASTRO	16-011970 CA 01	Miami Dade Circuit Court, Fl	Not Available	Negligence	Active

Make as many copies of this sheet as necessary in order to provide a 10-year history of the requested information. If there is no action pending or action taken in the last 10 years, complete the company name and write "NONE" in the first "Type of Incident" box of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: 2 Of 10 Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form. Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

40 CN180087LAC, Architectural Design Services & Construction Oversight for LeeTran's Passenger Amenities Program

**EXHIBIT I  
PROJECT FUNDING PACKAGE**

Form 4 - Negligence or Breach of Contract Disclosure Form

REVISED 02/21/2017



**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT  
DISCLOSURE FORM**

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

**Company Name:** Atkins North America, Inc.

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(Initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>
Contractual Indemnity	5/13/2016	NAZARIO, LUIS A., AS PERSONAL REP. OF THE EST. OF MIRIAM CABRERA, DEC. VS. M. VILA & ASSOCIATES, INC., METRO EXPRESS, INC., CITY OF MIAMI BEACH AND CHEN MOORE AND ASSOCIATES, INC.; AND CITY OF MIAMI BEACH, AS 3RD PARTY PLAINTIFF	13-025280 CA05	Circuit Court, Miami- Dade County, Fl	Not Available	Contractual indemnity	Active
Not available	4/6/2016	GRAY, ARTIE LEE AND PATRICIA PHELPS-GRAY	16-CA-3227	Circuit Court Hillsborough Co., Fl	Not Available	Not Available	Active
Personal injury	4/18/2016	DARRIN TURNER VS. MARK JAHNKE AND ATKINS NORTH AMERICA, INC.,	NO CASE NUMBER SHOWN ON PLEADINGS	DISTRICT COURT, DENVER COUNTY, CO	Not Available	Personal injury	Settled
Trespassing, private nuisance, negligence	3/25/2016	SHAW FARMS & LAND COMPANY OF FLORIDA, LLC AND DANIA PLACE, LLC	CACE-15-011648(09)	Circuit Court, Broward County	Not Available	Trespassing, private nuisance, negligence	Active
Ejectment	2/3/2016	ANDERSON COM-MONS, LLC	CASE #16-CA-001057	Circuit Court, Hillsborough Co., Fl	Not Available	Ejectment	Active

Make as many copies of this sheet as necessary in order to provide a 10-year history of the requested information. If there is no action pending or action taken in the last 10 years, complete the company name and write "NONE" in the first "Type of Incident" box of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: 3 Of 10 Total pages

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# EXHIBIT I PROJECT FUNDING PACKAGE

Form 4 - Negligence or Breach of Contract Disclosure Form

REVISED 02/21/2017



## ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please complete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

**Company Name:** Atkins North America, Inc.

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(Initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>
Breach of contract, negligence	1/14/2016	ECOSYSTEM TECHNOLOGIES, INC.	2016CA000183NC	Circuit Court, Sarasota, FL	Not Available	Breach of contract, negligence	Active
Negligence/personal injury	9/4/2015	HERMAN, ROCHELLE	2015-CA-004856	Circuit Court, Sarasota, FL	Not Available	Negligence/ personal injury	Active
Negligence/personal injury	8/31/2015	JACQUELINE R. LLOYD	2015-020095-CA24	11Th Judicial Circuit, Miami-Dade County, FL	Not Available	Negligence/ personal injury	Settled
Negligence/personal injury	7/13/2015	IVY, MAKAYLA LYNN VS. ATKINS NORTH AMERICA, INC. AND COURTNEY HARRIS	CASE NO. 15-14062-012-01	12th JUDICIAL DISTRICT, DISTRICT COURT OF MADISON COUNTY, TX	Not Available	Negligence/personal injury	Settled
Breach of public records act	7/29/2015	CHANDLER, JOEL	CASE NO. (not available)	(not available)	Breach of public records act	(not available)	(not available)

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Page Number: 4 Of 10 Total pages

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# EXHIBIT I PROJECT FUNDING PACKAGE

Form 4 - Negligence or Breach of Contract Disclosure Form

REVISED 02/21/2017



## ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

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Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>
Negligence/breach of contract	10/16/2014	WHITING-TURNER CONTRACTING COMPANY, INC.	14-CA-10755-0	Circuit Court, Orange Co., FL	Not Available	Negligence/breach of contract	Dismissed
Negligence/personal injury	8/19/2014	RITA GENOVESE, INDIVIDUALLY AS PERSONAL REPRESENTATIVE OF EST. OF MICHAEL A. GENOVESE	2013-CA-002467	Circuit Court, Saint Lucie County, FL	Not Available	Negligence/ personal injury	Dismissed
Negligence/personal injury	6/3/2014	GUERRERO, PRICILLA	2013-CA-6344	Circuit Court, Orange Co., FL	Not Available	Negligence/ personal injury	Active
Construction defect	5/29/2014	BETANCOURT CASTEL-LON ASSOCIATES, INC.	12-42662-CA-25	Miami-Dade County, FL	Not Available	Construction defect	Dismissed
Negligence/personal injury	2/8/2014	ALDO BERETTA AS PR OF EST. OF ROSSANA FACCIUTO	14-005478-CA-1	11Th Judicial Circuit, Miami-Dade County, FL	Not Available	Negligence/ personal injury	Settled

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Page Number: 5 Of 10 Total pages

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40 CNI80087LAC, Architectural Design Services & Construction Oversight for LeeTran's Passenger Amenities Program

## EXHIBIT I PROJECT FUNDING PACKAGE

Form 4 - Negligence or Breach of Contract Disclosure Form

REVISED 02/21/2017



### ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

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Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(Initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>
Torts/negligence- personal injury- breach of contract	2/6/2013	WELLINGTON REALTY CO., LLC	11-009434.08	Circuit Court Broward Co., FL	Not Available	Torts/negligence- personal injury- breach of contract	Settled
Property damage	2/4/2013	ALICE WEBER	2013CA000394	Circuit Ct. Lake Co., FL	Not Available	Property damage	Active
Torts/negligence- personal injury	12/21/2012	MASSEY, PRAME DAYE L.	12-49728CA27	11Th Judicial Circuit Ct, Miami-Dade Co., FL	Not Available	Torts/negligence- personal injury	Settled
Remedies-damages	12/17/2012	FDOT	37-2008-CA-004158	2Nd Judicial Circuit, Leon Co., FL	Not Available	Remedies-damages	Final judgment in favor of Atkins and dismissal
Torts/negligence- personal injury	11/2/2012	JESSICA IMHOLZ, ETAL	2011-CA-000714	Circuit Ct., Division E, Escambia Co. FL	Not Available	Torts/negligence- personal injury	Settled and dismissed

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Page Number:     6     Of     10     Total pages

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**40** CN180087LAC, Architectural Design Services & Construction Oversight for LeeTran's Passenger Amenities Program

# EXHIBIT I PROJECT FUNDING PACKAGE

Form 4 - Negligence or Breach of Contract Disclosure Form

REVISED 02/21/2017



## ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

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Torts/negligence - personal injury	5/18/2012	BENINATI, HEATHER; BENINATI, KATHER- INE AS PERSONAL REPRESENTATIVE OF COURTNEY ELIZA- BETH HENDRIX, DEC.; AND ROSIER, KELLIE MARIE AS NATURAL GUARDIAN OF BRIANA BURNSED, A MINOR	12CA391; Case Consolidated to 45-2012-CA- 000306 as of 1-10-13	Circuit Ct, Nas- sau County, Fl	Not Available	Torts/negligence - personal injury	Voluntary dismissal
Construction defect	4/30/2012	PEREZ, JORGE J	2012-016955-CA- 01	Fl Miami-Dade 11Th Judicial Cir.	Not Available	Construction defect	Active
Breach of contract	4/23/2012	CDM SMITH, INC.	12-80428-CV- HURLEY/HOP- KINS	Us Dist Court So Distric Fla; Civil Action	Not Available	Breach of contract	Settled/ dismissed
Personal injury	7/15/2011	BOYLES, SEAN, ETUX	2011-CA-008268-0	Circuit Court, Orange Co., Fl	Not Available	Personal injury	Settled
Breach of contract	11/24/2010	PHOENIX CONSTRUC- TION SERVICES INC	10002839CA	Fl Bay 14Th Judicial Cir.	Not Available	Breach of contract	Settled

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# EXHIBIT I PROJECT FUNDING PACKAGE

Form 4 - Negligence or Breach of Contract Disclosure Form

REVISED 02/21/2017



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Breach of contract	7/24/2010	GENERAL CONTRACT- ING SERVICES, INC.	2010CA654	Desoto Co., Fl Circuit Court	Not Available	Breach of contract	Settled
Torts/negligence - mo- tor vehicle	6/9/2010	SALIVA P	10-CA-012082	Fl Hillsborough 13Th Judicial Cir	Not Available	Torts/negligence - motor vehicle	Settled
Remedies-damages	10/9/2009	ROSSER, JOHN R. AND VIRGINIA L.	09-36103CA11	Fl Miami-Dade Co 11Th Judicial Ct	Not Available	Remedies-damages	Dismissed
Torts/negligence	9/2/2009	CRUZ	09-CA-022284	Fl Hillsborough 13Th Judicial Cir.	Not Available	Torts/negligence	Settled; voluntary dismissal
Contracts - breach of contract	5/4/2009	PRI ASPHALT TECH- NOLOGIES INC	09-CA-011503	Fl Hillsborough 13Th Judicial Cir.	Not Available	Contracts - breach of contract	Dismissed

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**40** CN180087LAC, Architectural Design Services & Construction Oversight for LeeTran's Passenger Amenities Program

**EXHIBIT I  
PROJECT FUNDING PACKAGE**

Form 4 - Negligence or Breach of Contract Disclosure Form

REVISED 02/21/2017



**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT  
DISCLOSURE FORM**

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Torts/negligence - product liability	4/10/2009	GAITAN, WALTER (PERSONAL REP)	2009-029561-CA-01	Fl Miami-Dade 11Th Judicial Cir.	Not Available	Torts/negligence - product liability	In trial preparation
Torts/negligence - motor vehicle	10/10/2008	DIANA M REGALADO	I2008CA031762	Fl Palm Beach 15Th Judicial Cir	Not Available	Torts/negligence - motor vehicle	Dismissed
Contracts	9/19/2008	INC. DAG ARCHITECTS	08001512CA	Fl Wallon 1St Judicial Cir.	Not Available	Contracts	Dismissed
Torts/negligence - product liability	9/12/2008	EFRAIN GAMARRA VS. GIBALTAR CABLE, FLORIDA DOT, ETAL -	2008CA027405	Fl Palm Beach 16Th Judicial Cir	Not Available	Torts/negligence - product liability	Atkins dismissed
Torts/negligence	6/26/2008	LAURA PULLEN	05-2008-CA-041829	Fl Brevard 18Th Judicial Cir.	Not Available	Torts/negligence	Settled

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40 CN180087LAC, Architectural Design Services & Construction Oversight for LeeTran's Passenger Amenities Program

**EXHIBIT I  
PROJECT FUNDING PACKAGE**

Form 4 - Negligence or Breach of Contract Disclosure Form

REVISED 02/21/2017



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Remedies - replevin	8/24/2008	AFCO CONSTRUCTORS INC	2008CA018997	Fl Palm Beach 15Th Judicial Cir.	Not Available	Remedies - replevin	Settled
Contracts - breach of contract	3/28/2008	DABRIAD	08-CA-006826	Fl Hillsborough 13Th Judicial Cir.	Not Available	Contracts - breach of contract	Dismissed
Contracts	10/11/2007	UNLIMITED RESOURCES INCORPORATED VS. DEPLOYED RESOURCES, LLC ET AL -	3:07CV00961	Fl U.s. Dist. Ct., Mid.	Not Available	Contracts	Dismissed
Remedies - damages	10/4/2007	TENNANT, KEITH	2007CC007001NC	Fl Sarasota 12Th Judicial Cir	Not Available	Remedies - damages	Dismissed

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**40** CN180087LAC, Architectural Design Services & Construction Oversight for LeeTran's Passenger Amenities Program

EXHIBIT I  
PROJECT FUNDING PACKAGE

Form 5 - Affidavit Principal Place of Business



LEE COUNTY  
SOUTHWEST FLORIDA

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

Company Name: Atkins North America, Inc.

Charlotte A. Maddox, PE, PMP

Printed name of authorized signer

Vice President/Senior Sector Manager

Title

⇒ [Signature]

Authorized Signature

Vice President/Senior Sector Manager

Date

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Notary:

State of Florida

County of Hillsborough

The foregoing instrument was signed and acknowledged before me this

19<sup>th</sup> day of March

20 Charlotte A. Maddox, PE, PMP

who has produced

as identification (or personally known)

Type of ID and number

⇒ [Signature]

Notary Public Signature

FF 948809, March 04, 2020

Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of:

Lee County  
 Collier County  
 Non-Local



Local Business Tax License #

0600345 (Lee County); BUS2015-00980 (City of Ft. Myers)

2. Address of Principal Place of Business:

1514 Broadway, Suite 202

Fort Myers, Florida 33901

3. Number of years at this location

12 years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years

Yes\*  No

\*If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this contract

3,800

6. Does your company have a Drug Free Workplace Policy

Yes  No



**EXHIBIT I**  
**PROJECT FUNDING PACKAGE**

*Form 7: Public Entity Crime Form*

Page 1 of 2

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to Lee County Board of County Commissioners  
*(Print name of the public entity)*
- by Charlotte A. Maddox, PE, PMP/Vice President & Senior Sector Manager  
*(Print individual's name and title)*
- for Atkins North America, Inc.  
*(Print name of entity submitting sworn statement)*

whose business address is 4030 West Boy Scout Boulevard, Suite 700, Tampa, Florida 33607

(If applicable) its Federal Employer Identification Number (FEIN) is 59-0896138

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime:  
or:
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*

X Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

**EXHIBIT I  
PROJECT FUNDING PACKAGE**

*Public Entity Crime Form*

Page 2 of 2

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
\_\_\_\_\_  
(Signature)

March 19, 2018  
\_\_\_\_\_  
(Date)

STATE OF Florida  
COUNTY OF Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Charlotte Mackay, PE, PMP  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 19<sup>th</sup> day of March, 2018.

  
\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: March 4, 2020



EXHIBIT I  
PROJECT FUNDING PACKAGE

*Sealed Proposal Label*

**Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed Submission/Proposal".**

<b>PROPOSAL DOCUMENTS • DO NOT OPEN</b>	
SOLICITATION No.:	CN180087LAC
SOLICITATION TITLE:	Architectural Design Services & Construction Oversight for LeeTran's Passenger Amenities Program
DATE DUE:	<b>Thursday, April 5, 2018</b>
TIME DUE:	<b>Prior to: 2:30 PM</b>
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 1500 Monroe 4 <sup>th</sup> Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



Lee County Procurement Management  
1500 Monroe Street, 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
(239) 533-8881  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

**PLEASE PRINT CLEARLY**

**EXHIBIT I**  
**PROJECT FUNDING PACKAGE**  
**LEETRAN**  
**FTA CERTIFICATIONS**

**Federally Required Certifications**

1. Lobbying\* (over \$100,000)
2. Debarment and Suspension\* (over \$25,000)
3. E-Verify (all with the exception of commodity purchase)

**\* Please sign and return the applicable FTA Certification**

**EXHIBIT I  
PROJECT FUNDING PACKAGE**

**LOBBYING**

*For contracts over \$100,000*

**31 U.S.C. 1352**

**49 CFR Part 19**

**49 CFR Part 20**

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

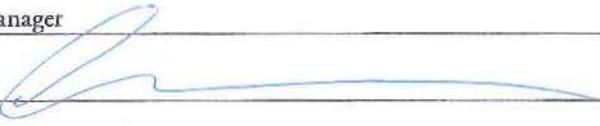
[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Atkins North America, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Date March 19, 2018

Print Name of Authorized Official Charlotte A. Maddox, PE, PMP

Title Vice President & Senior Sector Manager

Signature of Authorized Official 

Company Name Atkins North America, Inc.

Company Address 1514 Broadway, Suite 202 Fort Myers, Florida 33901

**EXHIBIT I**  
**PROJECT FUNDING PACKAGE**  
**DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION REQUIREMENTS**  
**for Contracts over \$25,000**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

The bidder or proposer certifies as follows:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Lee County may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to Lee County if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact Lee County for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Lee County.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Lee County may pursue available remedies including suspension and/or debarment.

**EXHIBIT I  
PROJECT FUNDING PACKAGE**

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

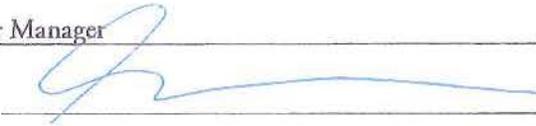
(Contracts over \$25,000).

The contractor certifies, that neither it nor its "principals" as defined in CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.

Date March 19, 2018

Print Name of Authorized Official Charlotte A. Maddox, PE, PMP

Title Vice President & Senior Sector Manager

Signature of Authorized Official 

Company Name Atkins North America, Inc.

Company Address 1514 Broadway, Suite 202 Fort Myers, Florida 33901

**EXHIBIT I**  
**PROJECT FUNDING PACKAGE**

Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Lee County formal Invitations to Bid (ITB) and Request for Proposals (RFP) including professional services and construction services.

Exceptions to the program:

- Commodity based procurement where no services are provided.

Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Vendors are also required to provide the Lee County Purchasing Department an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents. **If the Bidder/Vendor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / vendor's proposal may be deemed non-responsive.**

Additionally, vendors shall require all subcontracted vendors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

Vendor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

**Required submittals:**

**Contractors shall be required to provide the County a copy of the memorandum of Understanding required by Department of Homeland Security (DHS) when signing up for the program and an executed affidavit vowing they will comply with the E-Verify program for each service/project. An affidavit must be executed each time a proposer submits a proposal.**

**EXHIBIT I  
PROJECT FUNDING PACKAGE**

**Attachment: Immigration Law Affidavit Certification**

**Solicitation # and Title :**

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the Vendor / Bidder's proposal as non-responsive.**

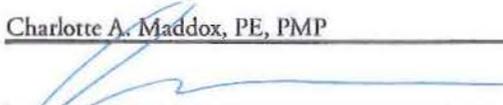
Lee County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Lee County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Lee County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name Atkins North America, Inc.

Print Name Charlotte A. Maddox, PE, PMP Title Vice President & Senior Sector Manager

Signature  Date March 19, 2018

State of Florida

County of Hillsborough

The foregoing instrument was signed and acknowledged before me this 19<sup>th</sup> day of March, 2018, by

Charlotte A. Maddox, PE, PMP who has produced \_\_\_\_\_ as identification.  
(Print or Type Name) (Type of Identification and Number)

  
Notary Public Signature

Jennifer Foley  
Printed Name of Notary Public

FF948809 March 4, 2020  
Notary Commission Number/Expiration



The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.



Welcome  
Kevin Brown

User ID  
KBRO0042

Last Login  
11:15 AM - 04/26/2011

Log Out

- Home
- My Cases
  - New Case
  - View Cases
- My Profile
  - Edit Profile
  - Change Password
  - Change Security Questions
- My Company
  - Edit Company Profile
  - Add New User
  - View Existing Users
  - Close Company Account
- My Reports
  - View Reports
- My Resources
  - View Essential Resources
  - Take Tutorial
  - View User Manual
  - Contact Us

### Company Information

<b>Company Name:</b>	Atkins North America	<a href="#">View / Edit</a>
<b>Company ID Number:</b>	58042	
<b>Doing Business As (DBA) Name:</b>		
<b>DUNS Number:</b>		
<b>Physical Location:</b>		
<b>Address 1:</b>	2001 SW 107 Avenue	<b>Mailing Address:</b>
<b>Address 2:</b>		<b>Address 1:</b>
<b>City:</b>	Miami	<b>Address 2:</b>
<b>State:</b>	FL	<b>City:</b>
<b>Zip Code:</b>	33172	<b>State:</b>
<b>County:</b>	MIAMI-DADE	<b>Zip Code:</b>
<b>Additional Information:</b>		
<b>Employer Identification Number:</b>	590896138	
<b>Total Number of Employees:</b>	2,500 to 4,999	
<b>Parent Organization:</b>	WS Atkins	
<b>Administrator:</b>		
<b>Organization Designation:</b>		
<b>Employer Category:</b>	Federal Contractor without FAR E-Verify Clause	

<b>NAICS Code:</b>	541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES	<a href="#">View / Edit</a>
<b>Total Hiring Sites:</b>	93	<a href="#">View / Edit</a>
<b>Total Points of Contact:</b>	1	<a href="#">View / Edit</a>

[View MDD](#)

**LEE COUNTY TRANSIT POLICIES  
AND  
PROCEDURES**

**GRANT-FUNDED PROCUREMENTS (500-11)  
GENERAL PROVISIONS**



**3401 Metro Parkway  
Fort Myers, FL 33901**

**Revision Date: December 19, 2016**

**EXHIBIT I  
PROJECT FUNDING PACKAGE**

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**LEE COUNTY TRANSIT GRANT-FUNDED PROCUREMENT GENERAL PROVISIONS**

**I. PROVISIONS APPLICABLE TO ALL CONTRACTS**

**A. Americans with Disabilities Act**

All design and construction must be accessible to individuals with disabilities pursuant to Titles II and III of the Americans with Disabilities Act.

**B. Application of Federal Laws Clause**

Contractor understands that Federal, state and local laws, regulations, policies, and related administrative practices ("Laws") applicable to the Contract on the date the Contract was executed (the "Execution Date") may be modified from time to time, or new Laws may be established after the Execution Date. Contractor agrees that the most recent of such Laws will govern the administration of the Contract at any particular time, unless there is sufficient evidence in the Contract of a contrary intent. Such contrary intent might be evidenced by express language in the Contract, or a letter signed by the Federal Transit Administrator, the language of which modifies or otherwise conditions the text of a particular provision of the Contract.

**C. Access to Records and Reports**

The Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance of the Work under the Contract in accordance with generally accepted accounting principles and practices consistently applied and Federal Acquisition Regulation Parts 30 and 31 (48 C.F.R. 30 and 31). The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of the cost submissions required for the Contract, or any Change Order or claim, and a copy of the cost summary submitted to LEE COUNTY BOARD OF COUNTY COMMISSIONERS (LCBOCC). LCBOCC, the U.S. Government, and the State Government or their authorized representatives shall have access, at all times during normal business hours, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Contractor will provide proper facilities for such access and inspection. The rights granted LCBOCC, and the government under this provision shall remain in full force and effect for the longer of: (a) three (3) years after termination of the Contract for whatever reason, or (b) the date on which all litigation, appeals, claims or exceptions related to any litigation or settlement of claims arising from the performance of the Contract are resolved or otherwise terminated. The foregoing record keeping obligations shall extend to any subcontractor performing Work valued in excess of ten thousand dollars (\$10,000.00). In addition, with respect to major capital projects, Contractor agrees to provide access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. §5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

**D. Civil Rights Requirements**

The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability, in accordance with the following Federal statutes and regulations, and any other implementing regulations issued pursuant to the: Civil Rights Act as amended, Titles VI (42 U.S.C. Sec. 2000d) and VII (42 U.S.C. Sec. 2000e); Age Discrimination

**EXHIBIT I**  
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Act of 1975, as amended, Sec. 303 (42 U.S.C. 6102); Age Discrimination Action of 1967 as amended, Sec. 4 (29 U.S.C. Sec 623); Americans with Disabilities Act of 1990, as amended, Sec. 202 (42 U.S.C. 12132), and Sec. 102 (42 U.S.C. Sec. 12112) and implementing regulations (29 C.F.R. Part 1630), Federal transit law (49 U.S.C. Sec. 5332); Executive Order 11246, as amended by Executive Order 11375 42 U.S.C. Sec. 2000e note) and implementing regulations (41 C.F.R. Parts 60 et seq.). The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA).

**E. Contracts Involving Federal Privacy Act Requirements**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any Contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.
2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**F. Disadvantaged Business Enterprise (DBE)**

Contractor will conform to 49 C.F.R. Part 26. Lee County Transit, has established goals for the use of DBE subcontractors, and encourages the use of small business and veterans.

**G. Energy Conservation**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 USC § 6321 *et seq.*, and perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessment," 49 CFR part 622, subpart C.

**H. False or Fraudulent Statements or Claims - Civil and Criminal Fraud**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Sec. 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31 apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the

**EXHIBIT I**  
**PROJECT FUNDING PACKAGE**

Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in which whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.

**I. Federal Assistance and Incorporation of FTA Terms**

The procurements under the Contract may be supported in part by Federal assistance under grants made by the Department of Transportation, Federal Transit Administration, pursuant to the Federal Transit Laws, and then current or applicable FTA Master Agreement. When so funded, the Contract shall be subject to all rules and regulations promulgated pursuant thereto, as they may be amended from time to time during the course of the Contract. The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the Contract. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, Third Party Contracting Guidance and 2 CFR Part 200, Uniform Administrative Requirements, Cost principals, and Audit Requirements for Federal awards, as the same may be amended or superseded from time to time, are hereby incorporated by reference. Anything to the contrary, herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any LCBOCC requests which would cause LCBOCC to be in violation of the FTA terms and conditions.

**J. Federal Changes**

Contractor shall all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current FTA Master Agreement (which may be obtained at: <http://www.fta.dot.gov/grants/15072.html>) between Lee County Board of County Commissioners and FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

**k. Fly America Requirements**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to

**EXHIBIT I**  
**PROJECT FUNDING PACKAGE**

the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**L. No Government Obligation to the Third Parties**

1. Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in, or approval of the solicitation or award of the underlying Contract, absent the express written consent of the Federal Government, the Federal Government is not a party to the Contract and shall not be subject to any obligations or liabilities to the Contractor or any other party pertaining to any matter resulting from the underlying Contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**M. Termination**

1. **Termination for Convenience.** LCBOCC may terminate the Contract, in whole or in part, at any time and for any reason by written notice to the Contractor when it is in the best interest of LCBOCC, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA . The Contractor shall be paid its costs, including Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its termination claim to LCBOCC to be paid to the Contractor. If the Contractor has any property in its possession belonging to LCBOCC, the Contractor will account for the same, and dispose of it in the manner LCBOCC directs.
2. **Termination for Default.** If the Contractor fails to make delivery of the goods or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of the Contract in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of ten (10) days after receiving such notice from LCBOCC , thereafter, LCBOCC may terminate the Contract for default and have the Work completed and the Contractor shall be liable for any resulting cost to LCBOCC . In the event of termination for default, the Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of LCBOCC.
3. **Termination Due to Insufficient Funds.** If at any time during the term of the Contract the LCBOCC Governing Board makes a determination that LCBOCC has insufficient funds with which to carry out its performance and obligations under the Contract, then

**EXHIBIT I  
PROJECT FUNDING PACKAGE**

LCBOCC may terminate the Contract by delivering a notice of termination to the Contractor. The effective date of any termination shall be the date which is thirty (30) days following the delivery of the notice of termination or such later date, if any, specified in the notice of termination. The Contractor shall be paid its costs, including Contract closeout costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its claim for final payment to LCBOCC.

4. **Termination Due to Failure to Receive a Grant or other Funding Device.** If at any time during the term of the Contract LCBOCC ceases to receive a grant or other funding device from a third party with which it intended to pay for the goods or services Contracted for, then, unless otherwise directed by the LCBOCC Governing Board, LCBOCC may terminate the Contract by delivering a notice of termination to the Contractor. The effective date of any termination shall be the date which is thirty (30) days following the delivery of the notice of termination or such later date, if any, specified in the notice of termination. The Contractor shall be paid its costs, including Contract closeout costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its claim for final payment to LCBOCC.
5. **Damages upon Termination.** Any damages to be assessed to the Contractor as a result of a default termination or any claim by Contractor for costs resulting from a termination for convenience by LCBOCC , a termination due to insufficient funds by LCBOCC , or a termination due to a failure to receive a grant or other funding device by LCBOCC will be computed and allowable in accordance with federal regulations in effect at the time of termination.

**N. Conformance with Intelligent Transportation System (ITS) National Architecture**

For all respect to all Contracts involving the provision of Intelligent Transportation Systems ITS property and services the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the National ITS Architecture and Standards to the extend required by 23 USC Section 517 (d) and 23 CFR Part 655 and 940.

**O. Cargo Preference (Required for Transport of materials by Ocean Vessels)**

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

**Use of United States – Flag Vessels:**

- a. The Contractor agrees to use privately owned United States- Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States- Flag commercial vessels
- b. Furnish within twenty (20) business days following the date of loading for shipments originating within the United States or within thirty (30) business days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding

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paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to LCBOCC (through the Contractor in the case of a subcontractor's bill-of-lading.)

- c. Include these requirements in all subcontracts issued pursuant to the Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**P. Recycled Products**

With respect to contracts for items designated by the Environmental Protection Agency, when LCBOCC procures at least Ten Thousand Dollars (\$10,000) of such materials per year, the Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

**Q. Program Funding**

LCBOCC's performance and obligations to pay under the Contract are contingent upon the availability of various Federal, State and local funding.

**R Immigration Law Affidavit Certification (E-Verify Requirement)**

Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. Vendors/bidders are required to enroll in the E-Verify program and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Exceptions to the program: Commodity based procurement where no services are provided.

**II. PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING TWENTY FIVE THOUSAND DOLLARS**

**A. Suspension and Debarment**

The Contract is a "covered transaction" for purposes of 49 C.F.R. Part 29. As such, Contractor is required to verify that none of the Contractor, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945. Contractor is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into. Contractor certifies as follows:

1. The certification in this clause is a material representation of fact relied upon by LCBOCC.

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2. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to LCBOCC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
3. The Contractor agrees to comply with the requirements of 49 C.F.R. 29, Subpart C while its offer is valid and throughout the period of any contract that may arise from its offer.
4. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**III. PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING ONE HUNDRED THOUSAND DOLLARS BY STATUTE (\$100,000)**

**A. Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by the U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20 to the extent consistent with 31 U.S.C. §1352, as amended, and other applicable federal laws, regulations, and guidance prohibiting the use of Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352, as amended. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to LCBOCC.

**B. Clean Air**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to LCBOCC and understands and agrees that LCBOCC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**C. Clean Water**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to LCBOCC and understands and agrees that LCBOCC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**D. Contract Work Hours and Safety Standards**

The following provisions shall apply with respect to all U.S. federal government financed contracts and subcontracts in excess of \$100,000, involving employment of laborers or mechanics, including watchmen and guards, provided, however, that these provisions shall not apply to contracts for

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transportation by land, air, or water, or for the transmission of intelligence, or for the purchase of supplies or materials or articles ordinarily available in the open market.

1. **Overtime requirements** - No Contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** - LCBOCC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (3) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**E. Resolution of Disputes, Breaches, or Other Litigation**

**Disputes** – Disputes arising in the Performance of the Contract which are not resolved by agreement of the parties shall be decided in writing by the Procurement Director of LCBOCC. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnished a written appeal to the Procurement Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence of its position. The decision of the Procurement Director of LCBOCC shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by LCBOCC, Contractor shall continue performance under the Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or

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others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies** - Unless the Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between LCBOCC and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Lee County, Florida.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by LCBOCC or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

**IV. PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING THE SIMPLIFIED ACQUISITION THRESHOLD - ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000)**

**A. Buy America**

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA - funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$150,000). Separate requirements for rolling stock are set out at U.S.C. 5323(j) (C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. Contractor must submit to LCBOCC a Buy America certification with respect to all FTA funded contracts, except those subject to a general waiver. This requirement does not apply to lower tier subcontractors.

**B. Bonding Requirements (Non-Construction)**

Contractor may be required to obtain performance and payment bonds when necessary to protect LCBOCC's interest.

1. The following situation may warrant a performance bond:
  - a. LCBOCC property or funds are to be provided to the Contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
  - b. Contractor sells assets to or merges with another concern, and LCBOCC, after recognizing the later concern as the successor in interest, desires assurance that it is financially capable.
  - c. Substantial progress payments are made before delivery of end items starts.
  - d. Contracts are for dismantling, demolition, or removal of improvements.

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2. When determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:
  - a. The penal amount of performance bonds shall be 100 percent of the original contract price, unless LCBOCC determines that a lesser amount would be adequate for the protection of LCBOCC.
  - b. LCBOCC may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increased contract price. LCBOCC may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
3. A payment bond is required only when performance bond is required, and if the use of payment bond is in the interest of LCBOCC.
4. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bond as follows:
  - a. The penal amount of the payment bonds shall equal:
    - i. Fifty percent of the contract price if the contract price is not more than \$1 million.
    - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
    - iii. Two and half million if the contract price is more than \$5 million.

**V. PROVISIONS APPLICABLE TO ROLLING STOCK PURCHASE CONTRACTS**

**A. Bus Testing**

Contractor agrees to comply with 49 U.S.C. 5323(c) and FTA's implementing regulation at 49 C.F.R. Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to LCBOCC at a point in the procurement process specified by LCBOCC, which will be before LCBOCC's final acceptance of the first vehicle.
2. A manufacturer who releases a report under paragraph (a) above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report. This must be provided to LCBOCC before LCBOCC, and A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4. If the manufacturer represents that the vehicle is "grandfathered" (used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

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5. Contractor shall provide a certification of compliance with FTA bus testing requirements on such form as may be required by LCBOCC.

**B. Pre-award and Post Delivery Audit Requirements**

Contractor agrees to comply with 49 U.S.C. 5323(1) and FTA's implementation regulation at 49 C.F.R. Part 663 and to submit the following certifications: \*\*

1. **Buy America Requirements** - The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with the Buy America requirements. If the Contractor certifies compliance with the Buy America requirements, it shall submit documentation which lists (i) component and subcomponent parts of the rolling stock to be purchased, identified by manufacturer of the parts, their country of origin and costs; and (ii) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
2. **Solicitation Specification Requirements** - The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
3. **Federal Motor Vehicle Safety Standards ("FMVSS")** - The Contractor shall submit (i) manufacturer's FMVSS self certification sticker information that the vehicle complies with relevant FMVSS or (ii) manufacturer's certified statement that the Contracted buses will not be subject to FMVSS regulations.

\*\* Buy America requirements are applicable to rolling stock procurements exceeding \$150,000.

**VI. PROVISIONS APPLICABLE TO CONSTRUCTION PROJECTS**

**A. Davis-Bacon Act and Copeland Anti-Kickback Acts**

With respect to all construction contracts and subcontracts over two thousand dollars (\$2,000) at least partly financed by a loan or grant from the Federal Government, and including contracts for actual construction, alteration and/or repair, including painting and decorating, the following provisions shall apply.

1. **Minimum wages** – (i) All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis - Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often

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than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 C.F.R. 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (ii) (B) or (C) of this section, shall be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.

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- 2. Withholding** - LCBOCC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under the Contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, LCBOCC may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- 3. Payrolls and basic records** - Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (A) The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to LCBOCC for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 C.F.R. part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

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1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5 and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c) (i) (B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

4. **Apprentices and trainees** – (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire Work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's

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registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

5. **Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the Contract.
6. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor

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shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the Contract clauses in 29 C.F.R. 5.5.

7. **Contract termination: debarment.** A breach of the Contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. 5.12.
8. **Compliance with Davis - Bacon and Related Act requirements.** All rulings and interpretations of the Davis - Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in the Contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general disputes clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility** – (i) By entering into the Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).  
  
(ii) No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).  
  
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**B. Bonding Requirements for Construction Contracts Exceeding One Hundred FIFTY Thousand (\$150,000)**

**Bid Bond Requirements (Construction).**

1. Bid security - A Bid Bond must be issued by a fully qualified surety company acceptable to LCBOCC and listed as a company currently authorized under 31 CFR Part 223 as possessing a Certificate of Authority as described thereunder.

2. Rights Reserved – In submitting the Bid, it is understood and agreed by bidder that the right is reserved by LCBOCC to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of LCBOCC. It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within ninety (90) days after the bid opening without the written consent of LCBOCC, shall refuse or be unable to enter into the contract, as LCBOCC provided above, or refuse or unable to furnish adequate and acceptable Performance Bond and labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, bidder shall forfeit the bid security to the extent of LCBOCC's damages occasioned by such withdrawal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check shall prove inadequate to

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fully recompense LCBOCC for the damages occasioned by default, then such bidder agrees to indemnify LCBOCC and pay over to LCBOCC the difference between the bid security and LCBOCC's total damages, so as to make LCBOCC whole.

**Performance and Payment Bonding Requirements (Construction).**

The Contractor shall be required to obtain performance and payment bonds as follows:

1. Performance bonds
  - a. The penal amount of performance bonds shall be 100 percent of the original Contract price, unless LCBOCC determines that a lesser amount would be adequate for the protection of LCBOCC.
  - b. LCBOCC may require additional performance bond protection when a Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. LCBOCC may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
2. Payment bonds
  - a. The penal amount of the payment bonds shall equal:
    - i. Fifty percent of the contract price if the contract price is not more than \$1 million.
    - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
    - iii. Two and half million if the contract price is more than \$5 million.
  - b. If the original contract price is \$5 million or less, LCBOCC may require additional protection as required by subparagraph 1 of the contract price is increased.

**Advance Payment Bonding Requirements**

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. LCBOCC shall determine the amount of the advance payment bond necessary to protect LCBOCC.

**Warranty of the Work**

1. The Contractor warrants to LCBOCC, the Architect and/or Engineer that all materials and equipment furnished under the Contract will be of highest quality and new unless otherwise specified by LCBOCC, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards shall be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by LCBOCC and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to LCBOCC.

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**C. Seismic Safety Requirements for the Construction of New Buildings or Addition to Existing Buildings**

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all Work performed under the Contract including Work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**VII. PROVISIONS APPLICABLE TO OPERATIONS/MANAGEMENT CONTRACTS**

**A. Charter Service Operations**

The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. Contractor agrees to include provisions to this effect in to include these requirements in all subcontracts issued pursuant to the Contract when the subcontract may involve charter service operations.

**B. School Bus Requirements**

Contractor agrees to comply with 69 U.S.C. 5323(f) and 49 C.F.R. Part 605, which provide that recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, Contractor agrees not to use federally funded equipment, vehicles, or facilities. Contractor agrees to include provisions to this effect in to include these requirements in all subcontracts issued pursuant to the Contract when the subcontract may involve school bus operations.

**C. Transit Employee Protective Agreements Provisions**

With respect to Contracts for "transit operations" as classified by the FTA, and performed by employees of a Contractor recognized by FTA to be a transit operator, the Contractor agrees to the comply with applicable transit employee protective requirements as follows:

- 1. General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations Work on the underlying Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under the Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. Department of Labor guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. Department Of Labor to FTA applicable to LCOCC's project from which Federal assistance is provided to support Work on the underlying Contract. The Contractor agrees to carry out that Work in compliance with the conditions stated in that U.S. Department Of Labor letter. The

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requirements of this subsection (a), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (2) and (3) of this Section.

- 2. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a) (2) for Elderly Individuals and Individuals with Disabilities** - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for LCBOCC, the Contractor agrees to carry out the Work in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. Department of Labor guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. Department of Labor's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with LCBOCC. The Contractor agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that U.S. Department of Labor letter.
- 3. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas** - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. Department of Labor or any revision thereto.
- 4. Requirements Apply to Subcontracts.** The Contractor agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with assistance provided by FTA.

**D. Drug and Alcohol Testing**

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Florida, or LCBOCC, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before March 15th of each year and to submit the Management Information System (MIS) reports before December 31st of each year to LEE COUNTY, LEE COUNTY TRANSIT DIRECTOR, 3401 Metro Parkway, Fort Myers, FL 33901. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

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**VIII. PROVISIONS APPLICABLE TO RESEARCH AND DEVELOPMENT CONTRACTS**

**A. Patent and Rights in Data**

The following requirements apply to each Contract involving experimental, developmental or research work:

**1. Patent Rights**

- a. General – If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Contract to which this section applies and that inventions, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, LCBOCC and Contractor agree to take action necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- b. Unless the Federal Government later make a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individually), LCBOCC and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
- c. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance provided by FTA.

**2. Rights in Data**

- a. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- b. The following restrictions apply to all subject data first produced in the performance of the Contract to which this Section applies:
  - i. Except for its own internal use, LCBOCC or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may LCBOCC or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this

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restriction on publication, however, does not apply to any contract with an academic institution.

- ii. In accordance with 49 CFR § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (b)(ii)(A) and (b)(ii)(B) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
  - Any subject data developed under that contract, whether or not a copyright has been obtained; and
  - Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.
- iii. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the Work to participants in that work. Therefore, unless FTA determines otherwise, LCBOCC and the Contractor performing experimental, developmental, or research Work required by the underlying Contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever, all data developed under that Contract shall become subject data as defined in subsection (i) of this clause and shall be delivered as the Federal Government may direct. This subsection (iii), however, does not apply to adaptations of automatic data processing equipment or programs for LCBOCC or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
- iv. Unless prohibited by state law, upon request by the Federal Government, LCBOCC, and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by LCBOCC or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. Neither LCBOCC nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- v. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of

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any license or other right otherwise granted to the Federal Government under any patent.

- vi. Data developed by LCBOCC or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into Work required by the underlying Contract to which this Section applies is exempt from the requirements of subsections (ii), (iii), and (iv) of this clause , provided that LCBOCC or Contractor identifies that data in writing at the time of delivery of the Contract work.
  - vii. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance provided by FTA.
- c. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), LCBOCC and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- d. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance provided by FTA.

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**Required Federal Contract Clauses**

Required Federal Contract Clauses	Rolling Stock	Operating	Construction	Consultant Services	Research	Goods	Professional Services
Fly America	x	x	x	x	x	x	x
ADA	x	x	x	x	x	x	x
Buy America	>\$150,000		>\$150,000			>\$150,000	
Charter Bus and School Bus		x					
Cargo Preference - Required for transport of materials by ocean vessels	x		x			x	
Seismic Safety			New Bldg/additions				
Energy Conservation	x	x	x	x	x	x	x
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Bus Testing	x	Turnkey					
Pre-Award and Post delivery Audit	x	Turnkey					
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Access to Records and Reports	x	x	x	x	x	x	x
Federal Changes	x	x	x	x	x	x	x
Bonding			>\$150,000				
Recycled products		>\$10,000	>\$10,000				
Davis-Bacon & Copeland Anti-Kickback Act			>\$2,000				
Contract Work hours and Safety Standards Act	>\$100,000		>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
No Federal Government Obligation to Third parties	x	x	x	x	x	x	x
Program Fraud and False or Fraudulent Statements and Related Acts	x	x	x	x	x	x	x
Termination	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Government-wide Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Privacy Act	x	x	x	x	x	x	x
Civil Rights	x	x	x	x	x	x	x
Breach and Dispute Resolution	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Patent and Rights in Data					x		
Transit Employee protective Agreements		x					
Disadvantaged Business Enterprise (DBE)	x	x	x	x	x	x	x
Intelligent Transportation Systems - National Architecture	x	x	x	x	x	x	x
Incorporation of Federal Transit Administration Terms	x	x	x	x	x	x	x
Drug and Alcohol Testing		x					

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Procurement Management Department  
1500 Monroe Street 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
Main Line: (239) 533-8881  
Fax Line: (239) 485-8383  
[www.lee.gov/procurement](http://www.lee.gov/procurement)

**Posted Date:** March 22, 2018

**Solicitation No.:** CN180087LAC

**Solicitation Name:** Architectural Design Services for LeeTran's Passenger Amenities Program

**Subject:** Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

**1. ATTACHMENT: NONE**

**2. QUESTIONS/ANSWERS**

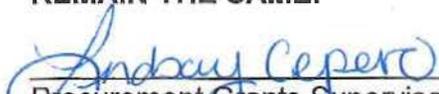
1.	Page 31, RFP Submission Schedule, can you confirm/review the scheduled dates for: First Committee Meeting & Discussion Tuesday, 04/24/18, and Notify Shortlist Selection via email date of Monday, 04/20/18 (04/20/18 is actually a Friday) Question: wouldn't the Shortlist Selection Notification Via Email be sent after the Committee Meeting?
<b>Answer</b>	<b>The correct tentative date for Notification of Shortlist Selection shall be Monday, April 30, 2018.</b>
2.	Does the County have a budget set aside for this project? And if so, would the County please advise what is the budget for this project?
<b>Answer</b>	<b>See article 10.3 of the Terms and Conditions as found on page 5 regarding confidentiality and budget amounts for projects.</b>
3.	Page 4 - 6.2 Past Performance: How will it be evaluated if one firm has a lot of work with the County and another one does not?
<b>Answer</b>	<b>Evaluation criteria is detailed in the <i>Submittal Requirements and Evaluation Criteria</i> beginning on page 29. Past performance is detailed and evaluated as part of Tab 1.</b>
4.	Throughout the solicitation DBE certified is mentioned. How does that play in the overall scoring? Do you have to be a DBE or use DBE subs?
<b>Answer</b>	<b>DBE classification is not scored as part of the evaluation criteria. DBE usage is highly encouraged by both the County, sponsoring Department – LeeTran, and project funding source – Federal Transit Administration (FTA) and Florida Department of Transportation (FDOT). Firms are not required to utilize DBE firms, but are highly encouraged to do so.</b>

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5.	Page 7 - 16.1: States that a prime proposer cannot be a sub to another firm but the last sentence states that a sub can be on multiple teams. Does that mean that we can be on many teams as long as we do not submit as a prime?
<b>Answer</b>	<b>For purposes of this project, article 16.1 of the Terms and Conditions may be deleted in its entirety. 16.1 shall not apply nor be enforced on this project.</b>
6.	Page 7 - 17.1: States that subs cannot be used on this solicitation without prior written authorization. Does that mean that if we are utilizing subs we need to get them approved by the County prior to submitting? But on page 6 14.2 proposed sub-consultants. Are sub-consultants allowed on this submittal?
<b>Answer</b>	<b>Sub-consultants are allowed on this submittal. Proposers must complete Form 6 – Sub-Contractor List found on page 42 stating the sub-contractors/consultants they anticipate to utilize on their contract. Future changes in sub-consultants from this preliminary list or those listed in the final contract must be provided in writing to the County.</b>
7.	Will you please confirm that local vendor preference does not apply?
<b>Answer</b>	<b>See Article 1 – Local Vendor Preference Exclusion of the Special Conditions found on page 15.</b>
8.	Page 17 - 1.3 #3 Construction Compliance: First bullet - how much notice will be given in order to conduct the site visits?
<b>Answer</b>	<b>Three business days (72 hours) notice will be given to conduct the site visits.</b>
9.	Page 29 Submittal package - Does the letter of introduction count towards the 10 pages? If no then is there a limit to how many pages it can be?
<b>Answer</b>	<b>The cover page will not count towards the page limit for this solicitation. The cover page should be limited to one page.</b>
10.	Page 2 of the Grant-Funded Procurement: DBEs, SBEs, and veterans business are mentioned. Are they factored into the evaluation scores? If so where?
<b>Answer</b>	<b>See answer to question 4 of this addendum.</b>
11.	Are reference surveys from Lee MPO and/or Lee County Port Authority are acceptable?
<b>Answer</b>	<b>It is preferred that the reference surveys be submitted from non-Lee County personnel (inclusive of the MPO and/or Port Authority). Should a proposer be unable to obtain references from private clients the County may be utilized.</b>

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

  
 Procurement Grants Supervisor  
 Lee County Procurement Management