

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 David Douglas Associates, 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: CN190114LAC Design – Littleton Road Widening from Corbett Road to US 41; 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".

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 to completion.

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 indicated in Exhibit "D".

- (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; <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".

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: Department of Transportation

20.02 NOTICES BY COUNTY TO CONSULTANT

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

Name: David Douglas Associates, Inc.
Address: 1821 Victoria Avenue
City, State Zip: Fort Myers, FL 33901
Phone and Fax No: P: 239-337-3330 F: 239-672-4096
ATTENTION: Daniel Craig
Email: Daniel.Craig@ddai-engineers.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

DAVID DOUGLAS ASSOCIATES, INC.

ATTEST:

BY: _____
Authorized Signature

Lance D. Lairscey
Authorized Signature Printed Name

President
Authorized Signature Title

DATE: May 1, 2019

CORPORATE SEAL:



SCOPE OF PROFESSIONAL SERVICES

CN190114LAC DESIGN – LITTLETON ROAD WIDENING FROM CORBETT RD TO US 41

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.

SEE ATTACHED

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".

SEE ATTACHED

April 23, 2019

EXHIBIT A



SCOPE OF PROFESSIONAL SERVICES

FOR

Design - Littleton Road Widening from Corbett Rd to US 41

PROJECT NO. CN190114LAC

LEE COUNTY

<u>1</u>	<u>PURPOSE</u>	<u>5</u>
<u>2</u>	<u>PROJECT DESCRIPTION</u>	<u>5</u>
<u>3</u>	<u>PROJECT COMMON AND PROJECT GENERAL TASKS</u>	<u>14</u>
<u>4</u>	<u>ROADWAY ANALYSIS</u>	<u>18</u>
<u>5</u>	<u>ROADWAY PLANS</u>	<u>20</u>
<u>6a</u>	<u>DRAINAGE ANALYSIS</u>	<u>21</u>
<u>6b</u>	<u>DRAINAGE PLANS</u>	<u>23</u>
<u>7</u>	<u>UTILITIES</u>	<u>24</u>
<u>8</u>	<u>ENVIRONMENTAL PERMITS, COMPLIANCE, AND ENVIRONMENTAL CLEARANCES</u>	<u>27</u>
<u>9</u>	<u>STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS</u>	<u>31</u>
<u>10</u>	<u>STRUCTURES - BRIDGE DEVELOPMENT REPORT – N/A</u>	<u>32</u>
<u>11</u>	<u>STRUCTURES - TEMPORARY BRIDGE – N/A</u>	<u>32</u>
<u>12</u>	<u>STRUCTURES - SHORT SPAN CONCRETE BRIDGE –N/A</u>	<u>32</u>
<u>13</u>	<u>STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE – N/A</u>	<u>34</u>
<u>14</u>	<u>STRUCTURES - STRUCTURAL STEEL BRIDGE– N/A</u>	<u>34</u>
<u>15</u>	<u>STRUCTURES - SEGMENTAL CONCRETE BRIDGE– N/A</u>	<u>34</u>
<u>16</u>	<u>STRUCTURES - MOVABLE SPAN– N/A</u>	<u>34</u>
<u>17</u>	<u>STRUCTURES - RETAINING WALLS– N/A</u>	<u>34</u>
<u>18</u>	<u>STRUCTURES - MISCELLANEOUS</u>	<u>34</u>
<u>19</u>	<u>SIGNING AND PAVEMENT MARKING ANALYSIS</u>	<u>34</u>
<u>20</u>	<u>SIGNING AND PAVEMENT MARKING PLANS</u>	<u>35</u>
<u>21</u>	<u>SIGNALIZATION ANALYSIS</u>	<u>36</u>
<u>22</u>	<u>SIGNALIZATION PLANS</u>	<u>36</u>
<u>23</u>	<u>LIGHTING ANALYSIS</u>	<u>36</u>
<u>24</u>	<u>LIGHTING PLANS</u>	<u>37</u>

<u>25</u>	<u>LANDSCAPE ARCHITECTURE ANALYSIS</u>	<u>37</u>
<u>26</u>	<u>LANDSCAPE ARCHITECTURE PLANS</u>	<u>38</u>
<u>27</u>	<u>SURVEY</u>	<u>39</u>
<u>28</u>	<u>PHOTOGRAMMETRY - N/A</u>	<u>42</u>
<u>29</u>	<u>MAPPING - N/A</u>	<u>42</u>
<u>30</u>	<u>TERRESTRIAL MOBILE LiDAR - N/A</u>	<u>42</u>
<u>31</u>	<u>ARCHITECTURE DEVELOPMENT- N/A</u>	<u>42</u>
<u>32</u>	<u>NOISE BARRIERS IMPACT DESIGN ASSESSMENT IN THE DESIGN PHASE- N/A</u>	<u>42</u>
<u>33</u>	<u>INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS- N/A</u>	<u>42</u>
<u>34</u>	<u>INTELLIGENT TRANSPORTATION SYSTEMS PLANS- N/A</u>	<u>42</u>
<u>35</u>	<u>GEOTECHNICAL</u>	<u>43</u>
<u>36</u>	<u>3D MODELING - N/A</u>	<u>47</u>
<u>37</u>	<u>PROJECT REQUIREMENTS</u>	<u>47</u>
<u>38</u>	<u>INVOICING LIMITS</u>	<u>48</u>

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

HIGHWAY AND BRIDGE/STRUCTURAL DESIGN

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

Project ID: CN190114LAC

Description: *Littleton Road Widening from Corbett Road to US 41, Lee County, Florida*

1 PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the COUNTY in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

CONSULTANT shall prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with COUNTY policy, procedures and requirements. These Contract documents will be used by the contractor to build the project and test the project components. These Contract documents will be used by the COUNTY or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project. The CONSULTANT shall follow a systems engineering process to ensure that required project components are included in the development of the Contract documents and the project can be built as designed and to specifications.

The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original concepts may be required. The CONSULTANT shall incorporate these refinements into the design and consider such refinements to be an anticipated and integral part of the work. This shall not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the COUNTY and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file in accordance with COUNTY procedures. CONSULTANTS shall know the laws and rules governing their professions and shall provide services in accordance with current regulations, codes and ordinances and recognized standards applicable to such professional services. The Consultant shall provide qualified technical and professional personnel to perform to COUNTY standards and procedures, the duties and responsibilities assigned under the terms of this agreement.

2 PROJECT DESCRIPTION

The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies and/or activities. If a Preliminary Engineering Report is available from a prior or current Project Development and Environmental (PD&E) study, the CONSULTANT shall use the approved concepts as a basis for the

design unless otherwise directed by the COUNTY.

CONSULTANT shall perform design services and preparation of construction plans, permits and specifications for the widening of approximately 1.2 miles of Littleton Road from Corbett Road to US 41 Lee County, Florida. The plans will include roadway widening from the existing and/or planned roadway typical sections to accommodate a three-lane typical section (two through lanes with opposing left turn center lane). The proposed section will taper east of Yellow Fever Creek from a two-lane to three-lane facility. A landscaped divider median is anticipated after the taper (east of yellow Fever Creek) to Hutto Road. A full median opening will be designed to align with Hutto Road and include opposing left turn lanes and a bulb-out for eastbound u-turn movements. Right and left turn lanes are expected at the intersection of Hutto Road as well as entrances to the adjacent residential communities of Horizon Village, Six Lakes, Windmill Village, Serendipity and Littleton Elementary School. Intersection improvements (including signal design) at US 41 are excluded except for resurfacing the west leg of the intersection. The scope of services is also expected to include design and preparation of construction plans, permits and specifications for the construction of a 100'± single-span pedestrian bridge across Yellow Fever Creek. Pedestrian connectivity is also planned to be provided along the north side of Littleton Road between the proposed pedestrian bridge and the existing sidewalk at East Branch.

CONSULTANT shall perform all of the following Activities:

2.1 Project General and Roadway (Activities 3, 4, and 5)

Public Involvement: One (1) Public Meeting and six (6) small individualized HOA meetings.

Monthly CIP Meetings (assumed 24 meetings between June 2019 NTP - June 2021 construction commencement)

Other Technical and/or Coordination meetings are anticipated with the following:

Lee County Department of Transportation (LCDOT)

Lee County Utilities (LCU)

Lee County Lands

Lee County Electric Cooperative (LCEC)

Florida Governmental Utility Agency (FGUA)

South Florida Water Management District (SFWMD)

Army Corps of Engineers (ACOE)

CONSULTANT shall prepare a Specification Package.

Plan Type: Roadway Plan, Signing and Marking, Lighting Plan (Pedestrian Crosswalks only), Structural Pedestrian Bridge Plan & Landscape Plan

Typical Section: The anticipated typical section includes a three-lane undivided urban curb and gutter, utility strip, bike lanes and sidewalks. Design Speed is 40 MPH.

Pavement Design: Pavement design will be provided for new construction with and will consider milling and resurfacing where appropriate and/or feasible.

Major Intersections/Interchanges: The intersection of Littleton Road and US 41 is the only major intersection located at the eastern limit of the project. Milling, resurfacing and restriping

are expected immediately west of the intersection. No major intersection improvements are included.

Roadway Alternative Analysis: Roadway design will reference the preliminary widening study previously conducted. No additional alternative analysis is anticipated.

Level of TTCP: General traffic control notes and phasing guidelines will be included within the design plans. Detailed traffic control plans will be the obligation of the contractor.

Temporary Lighting: N/A

Temporary Signals: N/A

Temporary Drainage: N/A. Can be provided upon request as an additional service.

Design Variations/Exceptions: N/A.

CONSULTANT shall prepare Back of Sidewalk Profiles for the North sidewalk (separated).

2.2 Drainage (Activities 6a and 6b)

The stormwater system will be designed to meet the permitting requirements of permitting agencies. Stormwater system design will consider best management practices, open system, closed system, linear ditches, exfiltration, etc., or a combination thereof, within or outside the existing right-of-way. Water quality will be provided using dry detention for an additional 2.5" over the additional impervious areas. Attenuation/discharge rates will be provided by evaluating pre-vs-post conditions. Required water quality and attenuation is expected to be provided within the existing LCEC easements along Littleton Road via linear ponds. In the event water management facilities cannot be provided within the LCEC easements, additional services will be required to evaluate alternative offsite pond locations including, but not limited to, additional survey, environmental, geotechnical and engineering consulting services.

In sections where bypass closed drainage systems are necessary and/or existing, hydraulic analysis will be conducted to properly size/resize new and/or existing drainage structures and pipe. All existing drainage structures shall be shown on the construction plans and should be inspected for scour, erosion, structural integrity and accumulation of sediments if necessary. Floodplain impacts are not anticipated unless bridge culvert widening is required.

Yellow Fever Creek and East Branch Canal are the major cross-drains within the project limits. These structures will be inspected with anticipated recommendations for routine maintenance. No major alterations are expected to the existing culvert structures.

2.3 Utilities Coordination (Activity 7)

The CONSULTANT is responsible to confirm that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule. The CONSULTANT shall coordinate with COUNTY personnel to coordinate transmittals to Utility Companies and meet production schedules.

The CONSULTANT shall ensure COUNTY standards, policies, procedures, practices, and design criteria are followed concerning utility coordination.

The CONSULTANT may employ more than one individual to provide utility coordination and engineering design expertise. The CONSULTANT shall dedicate a person, as needed, as the point of contact responsible for managing all utility coordination activities.

The CONSULTANTS Utility Coordination Manager shall be responsible for managing all

utility coordination, including the following:

Assuring that Utility Coordination and accommodation is in accordance to the COUNTY standards, policies, procedures, and design criteria.

Assisting the engineer of record in identifying all existing utilities and coordinating any new installations. Assisting the Engineer of Record with resolving utility conflicts.

Scheduling and performing utility coordination meetings, keeping and distribution of minutes/action items of all utility meetings, and ensuring expedient follow-up on all unresolved issues.

Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated and documented.

Identifying and coordinating the completion of any COUNTY or utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the project.

Review and confirm to the COUNTY that all Utility Work Schedules are correct and in accordance with the COUNTY's standards, policies, and procedures.

Prepare, review and process all utility related reimbursable paperwork inclusive of betterment and salvage determination.

There are eight (8) known Utility Agency Owners within the project limits consisting of the following:

1. Lee County Electric Cooperative
2. Century Link
3. Comcast
4. Fibernet Direct
5. Florida Governmental Utility Authority
6. Lee County Utilities
7. Florida Power & Light
8. Teco Gas

2.4 Environmental Permits, Compliances, and Environmental Clearances (Activity 8)

This scope assumes an Individual Environmental Resource Permit (ERP) from the South Florida Water Management District (SFWMD) and an Individual Federal Dredge and Fill Permit from the U.S. Army Corps of Engineers (USACE) will be required for the project based on anticipated impacts to jurisdictional surface waters and potentially wetlands. Although the intent is for the widening design to minimize impacts to wetlands and tree removal to the extent practical, for scoping purposes, it is assumed wetland impacts requiring mitigation will be needed. If wetland mitigation is required, a cumulative impact assessment will be needed to provide out of basin mitigation. It is also assumed tree removal will be needed for the project, so the scope assumes that an acoustic survey for the Florida bonneted bat will also be required. These tasks are included for budgetary planning purposes, but they will only be performed, if required by agency personnel.

2.5 Structures (Activities 9 – 18)

Pedestrian Bridge: The Consultant will provide design and construction plans for a pedestrian bridge to cross Yellow Fever Creek north of Littleton Road. The bridge plans will include specification of a proprietary prefabricated aluminum truss to be designed by others. The bridge design will include sloped abutments and will not include retaining walls.

Culvert Evaluation: The CONSULTANT will perform evaluations of the two existing box culverts, Littleton Road over Yellow Fever Creek (Bridge No. 124028) and Littleton Rd. over East Branch of Windmill Canal. The evaluations will include inspections and conditional assessment reports that will discuss the inspection findings, repair recommendations, and cost opinions.

2.6 Signing and Pavement Markings (Activities 19 & 20)

Responsible for the design, details, and quantities associated with signing and pavement markings for this project.

2.7 Signalization (Activities 21 & 22)

Intersections: N/A

Traffic Data Collection: N/A. – CONSULTANT will utilize information contained within preliminary widening study previously conducted.

Traffic Studies: N/A– CONSULTANT will utilize information contained within preliminary widening study previously conducted.

Count Stations: N/A– CONSULTANT will utilize information contained within preliminary widening study previously conducted.

Traffic Monitoring Sites: N/A– CONSULTANT will utilize information contained within preliminary widening study previously conducted.

2.8 Lighting (Activities 23 & 24)

Perform a LED lighting analysis and design plans for each of the three marked crossing locations. The design criteria used shall be based on 2.3 foot-candles per the Florida Design Manual Table 231.2.1 for low ambient luminance of midblock crosswalk lighting. Light pole foundations shall be per FDOT standards. No structural calculations are included.

2.9 Landscape Architecture (Activities 25 & 26)

Include coordination with existing and/or proposed underground utilities including but not limited to COUNTY roadway, lighting, drainage. Core level landscape plans will be developed within median areas only and provide trees/palms with limited areas of shrubs/understory. Irrigation plans will be provided to irrigate trees/palms and shrubs only (not sod/turf). A consumptive use permit with the SFWMD will be pursued for irrigation unless reuse and/or potable sources are utilized.

2.10 Survey (Activity 27)

Design Survey: Project begins at the centerline of Corbett Road and terminates at the centerline of U.S. 41. Survey side streets and entrance drives 50 feet beyond the right-of-way.

Subsurface Utility Exploration: Location includes non-destructive excavation (test holes) to determine size, type and location of existing utility, as necessary for final 3-dimensional

verification at up to forty (40) locations as specified by the engineer.

Right of Way Survey: Corbett Road to centerline of US41.

Vegetation Survey: *N/A*

2.11 Photogrammetry (Activity 28) N/A

2.12 Mapping (Activity 29) (Incl. in 2.10)

2.13 Terrestrial Mobile LiDAR (Activity 30) (Incl. in 2.10)

2.14 Architecture (Activity 31) N/A

2.15 Noise Barriers (Activity 32) N/A

2.16 Intelligent Transportation Systems (Activities 33 & 34)

NA

2.17 Geotechnical (Activity 35)

The CONSULTANT will provide the following geotechnical services for the project:

- Two (2) SPT borings to 100' below existing ground - one on either side of Yellow Fever Creek (north side) for pedestrian bridge foundation design
- Hand augers borings every ± 500 lf along the roadway (altering sides)
- Thirteen (13) pavement cores along the roadway (every ± 500 lf)
 - Milling Recommendations
 - LBR's for pavement design
- Six (6) field permeability tests to identify:
 - Vertical and horizontal conductivity
 - Season high water table determination
- Laboratory Testing
 - Eight (8) full gradation w/ grain size analysis
 - Six (6) lime rock bearing ratio (LBR) tests
 - One (1) corrosion series test
- Lee County Drilling and R/W permits
- Maintenance of traffic (MOT) for roadway coring

2.18 3D Modeling (Activity 36)

N/A

2.19 Project Schedule

Within thirty days (30) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for COUNTY and CONSULTANT scheduled activities required to meet the current COUNTY Production Date. The schedule shall be based upon a target construction date of. The current production date is **June 2021**. For the purpose of scheduling, the CONSULTANT shall allow for a four (4) week review time for each phase submittal and any other submittals as appropriate.

The schedule shall indicate the required submittals.

Periodically, throughout the life of the contract, the project schedule shall be reviewed and, with the approval of the COUNTY, adjusted as necessary to incorporate changes in the Scope of Services and progress to date.

2.20 Submittals

The CONSULTANT shall furnish construction contract documents as required by the COUNTY to adequately control, coordinate, and approve the work concepts. The CONSULTANT shall distribute submittals as directed by the COUNTY. The COUNTY will determine the specific number of copies required prior to each submittal. Submittals will come directly from the CONSULTANT after a cursory review by COUNTY staff. Submittals provided by the CONSULTANT to the COUNTY shall include a copy of red/yellow line markups from the CONSULTANTS internal QA/QC process.

A cursory review of contract design documents by the local FDOT branch is anticipated. Responses to these comments will be provided by the CONSULTANT. In the event a more extensive formal review process is required (i.e. Electronic Review Comment System (ERC)), responses and coordination can be provided as additional services.

2.21 Provisions for Work

All work shall be prepared with English units in accordance with the latest editions of standards and requirements (at time of design) utilized by the COUNTY which include, but are not limited to, publications such as:

General

- Title 29, Part 1910, Standard 1910.1001, Code of Federal Regulations (29 C.F.R. 1910.1001) – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
- 29 C.F.R. 1926.1101 – Asbestos Standard for Construction, OSHA
- 40 C.F.R. 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
- 40 C.F.R. 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
- 40 C.F.R. 763, Subpart G – Asbestos Worker Protection, EPA
- Americans with Disabilities Act (ADA) Standards for Accessible Design
- AASHTO – A Policy on Design Standards Interstate System
- AASHTO – Roadside Design Guide
- AASHTO – Roadway Lighting Design Guide
- AASHTO – A Policy for Geometric Design of Highways and Streets
- AASHTO – Highway Safety Manual
- Rule Chapter 5J-17, Florida Administrative Code (F.A.C.), Standards of Practice for Professional Surveyors and Mappers
- Chapter 469, Florida Statutes (F.S.) – Asbestos Abatement
- Rule Chapter 62-257, F.A.C., Asbestos Program

Rule Chapter 62-302, F.A.C., Surface Water Quality Standards
Code of Federal Regulations (C.F.R.)
Florida Administrative Codes (F.A.C.)
Chapters 20, 120, 215, 455, Florida Statutes (F.S.) – Florida Department of Business &
Professional Regulations Rules
Florida Department of Environmental Protection Rules
FDOT Basis of Estimates Manual
FDOT Computer Aided Design and Drafting (CADD) Manual
FDOT Standard Plans
FDOT Flexible Pavement Design Manual
FDOT - Florida Roundabout Guide
FDOT Handbook for Preparation of Specifications Package
FDOT Standard Plans Instructions
FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance
for Streets and Highways ("Florida Greenbook")
FDOT Materials Manual
FDOT Pavement Type Selection Manual
FDOT Design Manual
FDOT Procedures and Policies
FDOT Project Development and Environmental Manual
FDOT Project Traffic Forecasting Handbook
FDOT Public Involvement Handbook
FDOT Rigid Pavement Design Manual
FDOT Standard Specifications for Road and Bridge Construction
FDOT Utility Accommodation Manual
Manual on Speed Zoning for Highways, Roads, and Streets in Florida
Federal Highway Administration (FHWA) - Manual on Uniform Traffic Control Devices
(MUTCD)
FHWA – National Cooperative Highway Research Program (NCHRP) Report 672,
Roundabouts: An Informational Guide
FHWA Roadway Construction Noise Model (RCNM) and Guideline Handbook
Florida Fish and Wildlife Conservation Commission - Standard Manatee Construction
Conditions 2005
Florida Statutes (F.S.)
Florida's Level of Service Standards and Guidelines Manual for Planning
Model Guide Specifications – Asbestos Abatement and Management in Buildings,
National Institute for Building Sciences (NIBS)
Quality Assurance Guidelines
Safety Standards
Any special instructions from the COUNTY

Roadway

FDOT – Florida Intersection Design Guide
FDOT - Project Traffic Forecasting Handbook
FDOT - Quality/Level of Service Handbook
Florida's Level of Service Standards and Highway Capacity Analysis for the SHS
Transportation Research Board (TRB) - Highway Capacity Manual

Permits

Chapter 373, F.S. – Water Resources
US Fish and Wildlife Service Endangered Species Programs
Florida Fish and Wildlife Conservation Commission Protected Wildlife Permits
Bridge Permit Application Guide, COMDTPUB P16591.3C

Drainage

FDOT Bridge Hydraulics Handbook
FDOT Culvert Handbook
FDOT Drainage Manual

FDOT Erosion and Sediment Control Manual
FDOT Exfiltration Handbook
FDOT Hydrology Handbook
FDOT Open Channel Handbook
FDOT Optional Pipe Materials Handbook
FDOT Storm Drain Handbook
FDOT Stormwater Management Facility Handbook
FDOT Temporary Drainage Handbook
FDOT Drainage Connection Permit Handbook
FDOT Bridge Scour Manual

Survey and Mapping

All applicable Florida Statutes and Administrative Codes
Applicable Rules, Guidelines Codes and authorities of other Municipal, County, State and Federal Agencies.
FDOT Aerial Surveying Standards for Transportation Projects Topic 550-020-002
FDOT Right of Way Mapping Handbook
FDOT Surveying Procedure Topic 550-030-101
Florida Department of Transportation Right of Way Procedures Manual
Florida Department of Transportation Surveying Handbook
Right of Way Mapping Procedure 550-030-015

Traffic Engineering and Operations and ITS

Lee County Department of Transportation Plan Specifications for Signal & Street Lighting
AASHTO - An Information Guide for Highway Lighting
AASHTO - Guide for Development of Bicycle Facilities
FHWA Standard Highway Signs Manual
FDOT Manual on Uniform Traffic Studies (MUTS)
FDOT Median Handbook
FDOT Traffic Engineering Manual
National Electric Safety Code
National Electrical Code

Structures

AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications and Interims
AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and Interims.
AASHTO/AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
AASHTO Manual for Condition Evaluation and Load and Resistance Factor Rating (LRFR) of Highway Bridges
FDOT Bridge Load Rating Manual
FDOT Structures Manual
FDOT Structures Design Bulletins (available on FDOT Structures web site only)

Geotechnical

FHWA Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Specifications
Manual of Florida Sampling and Testing Methods
Soils and Foundation Handbook

Landscape Architecture

Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants
LeeScape Master Plan

2.22 Services to be Performed by the COUNTY When appropriate and /or available, the COUNTY will provide project data including:

Preliminary Horizontal Network Control.
General project guidance.

- All project bid letting services.
- Access for the CONSULTANT to utilize the COUNTY's Information Technology Resources.
- All COUNTY agreements with Utility Agency Owner (UAO).
- All information that may come to the COUNTY pertaining to future improvements.
- All future information that may come to the COUNTY during the term of the CONSULTANT's Agreement, which in the opinion of the COUNTY is necessary for the prosecution of the work.
- Available traffic and planning data.
- All approved utility relocations.
- Any necessary title searches.
- All available information in the possession of the COUNTY pertaining to utility companies whose facilities may be affected by the proposed construction.
- All future information that may come to the COUNTY pertaining to subdivision plans so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right of way.
- Systems traffic for Projected Design Year, with K, D, and T factors.
- Existing right of way maps.
- PD&E Documents
- Design Reports
- Letters of authorization designating the CONSULTANT as an agent of the COUNTY in accordance with F.S. 337.274.
- Phase reviews of plans and engineering documents.
- Regarding Environmental Permitting Services:
 - Approved Permit Document when available.
 - Approval of all contacts with environmental agencies.
 - General philosophies and guidelines of the COUNTY to be used in the fulfillment of this contract. Objectives, constraints, budgetary limitations, and time constraints will be completely defined by the Project Manager.
 - Appropriate signatures on application forms.
 - Payment of all application and mitigation fees.

3 PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities, 4 (Roadway Analysis) through 36 (3D Modeling). These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Opinions: The CONSULTANT is responsible for producing a construction cost opinions and reviewing and updating the cost opinions when scope changes occur and/or at milestones of the project. A Summary of Pay Items shall be prepared with the cost opinion provided and/or updated at the Phase II, III, and IV submittals stages phase and final bid set (if necessary).

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for items of work not covered by the FDOT Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications. Technical Special Provisions shall not modify the Standard Specifications and implemented modifications in any way. The COUNTY to provide all front end contract documents.

Field Reviews: The CONSULTANT shall make a reasonable number trips to the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The CONSULTANT shall attend technical meetings necessary to execute the

Scope of Services of this contract. This includes meetings with COUNTY and/or Agency staff, between disciplines and subconsultants, such as access management meetings, pavement design meetings, local governments, progress review meetings (phase review), and miscellaneous meetings including those involving environmental aspects to be attended by the environmental consultant when it is necessary to address environmental components. The CONSULTANT shall prepare, and submit to the COUNTY's Project Manager for review, the meeting minutes for meetings attended by them. The meeting minutes are due within five (5) working days of attending the meeting.

Quality Assurance/Quality Control: It is the CONSULTANT'S responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the COUNTY's Design Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and their subconsultant(s) under this Agreement.

The CONSULTANT shall be responsible for insuring that all work products conform to COUNTY standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

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

Independent Peer Review: Independent Peer Review for design Phase Plans document submittals will be conducted by the by a third party engineering firm (Johnson Engineering, Inc.) under the CONSULTANT's umbrella. It shall be a person with experience working on COUNTY construction projects for the COUNTY. Peer Reviews will be conducted at the Phase I, II, III and IV submittals (30, 60, 90 and 100% respectively). Communication between the CONSULTANT and Peer Review Firm will be handled directly with the County's Project Manager copied on all correspondence unless directed otherwise by the COUNTY.

Independent Constructability/Bidability Review will be provided by the project's CEI Firm (Atkins Engineering, Inc.) on this project under the COUNTY's umbrella. It shall be a person with experience working on COUNTY construction projects for the COUNTY. Constructability/Bidability Reviews will be conducted at the Phase III and IV submittals (90% and 100% respectively). Communication between the CONSULTANT and CEI Firm will be handled through the County's Project Manager unless directed otherwise by the COUNTY.

Supervision: The CONSULTANT shall supervise all technical design activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

Final Bid Documents: The CONSULTANT will prepare final plans and specifications in general accordance with Lee County Standards for bidding purposes. Bid letting will be the responsibility of the COUNTY.

Project General Tasks

Project General Tasks, described in Sections 3.1 through 3.7 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the CONSULTANT when included in the project scope.

3.1 Public Involvement

Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT shall provide to the COUNTY drafts of all Public Involvement documents (i.e., newsletters, property owner letters, advertisements, etc.) associated with the following tasks for review and approval.

The COUNTY has indicated the desire to utilize a separate Public Involvement Firm during construction as part of the COUNTY's CEI services. The CONSULTANT will coordinate with the COUNTY'S Public Involvement Firm during the transition from design to construction as well as provide copies of public involvement documents obtained during the design phase to aid in the transition.

3.1.1 Community Awareness Plan

The CONSULTANT will prepare a community involvement memo and provide a copy to the COUNTY for review and comment. A formal Community Awareness Plan (CAP) is not included but can be provided as an additional service upon request.

3.1.2 Notifications

The CONSULTANT will Develop and distribute project contact cards, develop flyers to advertise HOA meetings. Communicate & coordinate onsite visits with affected parties, assist COUNTY staff with media updates and interviews, and respond & record requests/concerns from public.

3.1.3 Preparing Mailing Lists

At the beginning of the project, The CONSULTANT shall Develop and maintain mailing and email addresses of property owners in project area.

3.1.4 Median Modification Letters – N/A

3.1.5 Driveway Modification Letters – N/A

3.1.6 Newsletters

The CONSULTANT shall prepare newsletters for distribution to elected officials, public officials, property owners along the corridor and other interested parties. The letters will be sent by the CONSULTANT.

3.1.7 Renderings and Fly-Throughs – N/A

3.1.8 PowerPoint Presentations – N/A

3.1.9 Public Meeting Preparations

The CONSULTANT will secure public meeting site, prepare & mail design public meeting invites, and prepare public meeting materials such as handouts, sign-in sheets, nametags, etc.

The COUNTY will pay all costs for meeting site rents and insurance.

3.1.10 Public Meeting Attendance and Follow-up

The CONSULTANT shall attend public meeting(s), assist with meeting setup and take down. The CONSULTANT shall also prepare a summary of the public meeting that includes all copies of all materials shown or provided at the public meeting. The summary shall also

include a listing of all written comments made during or after the meeting and responses to those written comments.

The CONSULTANT will respond to public comments and take design input and prepare technical memorandum summarizing public involvement.

It is estimated for this project there will be one (1) Public meeting during the design.

CONSULTANT will ensure that Environmental Consultant attends the Public Information Meeting.

3.1.11 Other Agency Meetings

In addition to scheduled public meetings the CONSULTANT will schedule and attend six (6) small Home Owners Association (HOA) meetings to discuss the project. This includes project planning & review and coordination with the project team, and attendance of monthly progress and CIP meetings. CONSULTANT will ensure that Environmental Consultant attends monthly and CIP meetings as necessary during the design phase when it is necessary to address environmental components.

3.1.12 Web Site

Development of a project website along with updates and maintenance will be the responsibility of the CEI Firm and is not included within this scope of service. Website support services can be provided as an additional service upon request from the COUNTY.

3.2 Joint Project Agreements

N/A

3.3 Specifications Package Preparation

The CONSULTANT shall prepare and provide a specifications package in accordance with the COUNTY'S Standards.

3.4 Contract Maintenance and Project Documentation

Contract maintenance includes project management effort for complete setup and maintenance of files, electronic folders and documents, developing monthly progress reports and schedule updates and work effort to execute subconsultant agreements.

3.5 Value Engineering (Multi-Discipline Team) Review – N/A

3.6 Prime Consultant Project Manager Meetings

Includes only the Prime Consultant Project Manager's time for travel and attendance at Activity Technical Meetings. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

3.7 Plans Update

The effort needed for Plans Update services will vary from project to project, depending on size and complexity of the project, as well as the duration of time spent "on the shelf".

Specific services will be negotiated as necessary as a contract amendment.

3.8 Post Design Services

Post Design Services may include, but not limited to, plans revisions, requests for additional information (RFI), shop drawing review, site observations, meetings, construction assistance, certifications and record drawings. Specific services will be negotiated at a later date as necessary as a contract amendment.

Post Design Services are not intended for instances of CONSULTANT errors and/or omissions.

3.9 Digital Delivery

The CONSULTANT shall deliver final contract plans and documents in digital format. The final contract plans and documents shall be digitally signed and sealed files delivered to the COUNTY on acceptable electronic media, as determined by the COUNTY.

3.10 Risk Assessment Workshop – N/A

3.11 Railroad, Transit and/or Airport Coordination

Coordination with LeeTran.

3.11.1 Aeronautical Evaluation – N/A

3.12 Landscape and Existing Vegetation Coordination – N/A

3.13 Other Project General Tasks – See Project Common Tasks

4 ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. CONSULTANT shall provide the following deliverables (as applicable):

4.1 Typical Section Package

The CONSULTANT shall provide an approved Typical Section Package prior to the first plans submittal.

4.2 Pavement Type Selection Report – N/A

4.3 Pavement Design Package

The CONSULTANT shall provide a Pavement Design Package prior to the Phase II plans submittal date.

4.4 Cross-Slope Correction

The CONSULTANT shall coordinate with the COUNTY to obtain existing cross slope data, determine roadway limits where cross slope is potentially out of tolerance and determine a resolution.

4.5 Horizontal/Vertical Master Design Files

The CONSULTANT shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, pedestrian and bicycle concerns, ADA requirements, access management and scope of work. The CONSULTANT shall also develop utility conflict

information to be provided to project Utility Coordinator in the format requested by the COUNTY.

4.6 Access Management

The CONSULTANT shall incorporate access management standards for each project in coordination with COUNTY staff and the preliminary widening study previously conducted. The CONSULTANT shall review adopted access management standards and the existing access conditions (interchange spacing, signalized intersection spacing, median opening spacing, and connection spacing). Median openings that will be closed, relocated, or substantially altered shall be shown on plan sheets and submitted with supporting documentation for review with the first plans submittal.

4.7 Roundabout Evaluation – N/A

4.8 Roundabout Final Design Analysis - N/A

4.9 Cross Section Design Files

The CONSULTANT shall establish and develop cross section design files in accordance with the COUNTY's standards.

4.10 Temporary Traffic Control Plan (TTCP) Analysis

The CONSULTANT shall develop a safe and effective Traffic Control Plan Concept to ensure vehicular and pedestrian traffic movement during construction of the proposed improvements. Level I Traffic Control Plans with General Notes, Phasing Notes, and phasing sections only. No detailed analysis included. The Traffic Control Concept Plan shall be prepared by a certified designer who has completed training as required by the COUNTY. Detailed traffic control plans shall be required of the contractor.

4.11 Master TTCP Design Files

Assume Level I TCP w/ notes & typical sections. No detailed phase drawings or cross sections.

4.12 Selective Clearing and Grubbing – N/A

4.13 Tree Disposition Plans – N/A

4.14 Design Variations and Exceptions – N/A

4.15 Design Report

The CONSULTANT shall submit to the COUNTY design notes, data, and calculations to document the design conclusions reached during the development of the contract plans.

4.16 Quantities

The CONSULTANT shall develop accurate quantities and the supporting documentation, including construction days when required.

4.17 Cost Opinions

4.18 Technical Special Provisions and Modified Special Provisions

4.19 Other Roadway Analyses – N/A

4.20 Field Reviews

4.21 Monitor Existing Structures – N/A

4.22 Technical Meetings

4.23 Quality Assurance/Quality Control

4.24 Independent Peer Review

Independent Peer Review will be provided by a third party engineering firm (JEI) at the each design phase (30, 60, 90, and 100%). Additionally, the COUNTY's CEI firm will perform constructability reviews at the 90 and 100% design phases. CONSULTANT coordination time and third party peer review time is included within Section 3.13.

4.25 Supervision

4.26 Coordination

5 ROADWAY PLANS

The CONSULTANT shall prepare Roadway, TTCP, Utility Adjustment Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

5.1 Key Sheet

5.2 Summary of Pay Items

5.3 Typical Section Sheets

5.3.1 Typical Sections

5.3.2 Typical Section Details

5.4 General Notes/Pay Item Notes

5.5 Summary of Quantities Sheets

5.6 Project Layout

5.7 Plan/Profile Sheet

5.8 Profile Sheet

5.9 Plan Sheet

5.10 Special Profile

5.11 Back-of-Sidewalk Profile Sheet

5.12 Interchange Layout Sheet – N/A

5.13 Ramp Terminal Details (Plan View) – N/A

- 5.14 Intersection Layout Details
- 5.15 Special Details
- 5.16 Cross-Section Pattern Sheet(s) – N/A
- 5.17 Roadway Soil Survey Sheet(s)
- 5.18 Cross Sections
- 5.19 Temporary Traffic Control Plan Sheets – N/A
- 5.20 Temporary Traffic Control Cross Section Sheets – N/A
- 5.21 Temporary Traffic Control Detail Sheets
- 5.22 Utility Adjustment Sheets
- 5.23 Selective Clearing and Grubbing Sheet(s) – N/A
- 5.24 Tree Disposition Plan Sheet(s) – N/A
- 5.25 Project Network Control Sheet(s)
- 5.26 Environmental Detail Sheets
 - Coordination with Permits/Environmental staff and preparing Dredge & Fill Detail sheets where applicable.
- 5.27 Utility Verification Sheet(s) (SUE Data)
- 5.28 Quality Assurance/Quality Control
- 5.29 Supervision

6a DRAINAGE ANALYSIS

The CONSULTANT shall analyze and document Drainage Tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. Design work shall comply with the requirements of the appropriate regulatory agencies and COUNTY.

The CONSULTANT shall coordinate with the appropriate permitting agencies and the COUNTY's staff. Activities and submittals shall be coordinated through the COUNTY's Project Manager. Submittals will come directly from the CONSULTANT after a cursory review by COUNTY staff. The work will include the engineering analyses for any or all of the following:

6a.1 Drainage Map Hydrology

Create a (pre and/or post condition) working drainage basin map to be used in defining the system hydrology. This map shall incorporate drainage basin boundaries, existing survey and/or LiDAR and field observations, as necessary, to define the system. Basin delineations shall also include any existing collection systems in a logical manner to aid in the development of the hydraulic model. Include coordination hours needed to convey drainage hydrologic

features onto produced drainage maps.

6a.2 Base Clearance Calculations

Analyze, determine, and document high water elevations per basin which will be used to set roadway profile grade and roadway materials. Determine surface water elevations at cross drains, floodplains, outfalls and adjacent stormwater ponds. Determine groundwater elevations at intervals between the above-mentioned surface waters.

6a.3 Pond Siting Analysis and Report

Required water quality and attenuation is expected to be provided within the existing LCEC easements along Littleton Road via linear ponds. Alternative pond siting analysis and reporting can be provided as an additional service.

6a.4 Design of Cross Drains

Analyze the hydraulic design and performance of cross drains. Check existing cross drains to determine if they are structurally sound and can be extended. Document the design as required. Determine and provide flood data as required.

6a.5 Design of Ditches

Design roadway conveyance and outfall ditches. This task includes capacity calculations, longitudinal grade adjustments, flow changes, additional adjustments for ditch convergences, selection of suitable channel lining, design of side drain pipes, and documentation. (Design of linear stormwater management facilities in separate task.)

6a.6 Design of Stormwater Management Facility (Offsite or Infield Pond) – N/A

6a.7 Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds)

Design stormwater management facilities to meet requirements for stormwater quality treatment, attenuation and aesthetics. Develop proposed pond layout (contributing drainage basin, shape, contours, slopes, volumes, tie-ins, aesthetics, etc.), perform routing, recovery calculations and design the outlet control structure. Significant coordination with adjacent property owners is anticipated.

6a.8 Design of Floodplain Compensation – N/A

6a.9 Design of Storm Drains

Delineate contributing drainage areas, determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine design tail water and, if necessary, outlet scour protection.

6a.10 Optional Culvert Material

Determine acceptable options for pipe materials using the Culvert Service Life Estimator.

6a.11 French Drain Systems – N/A.

6a.11a Existing French Drain Systems– N/A

6a.12 Drainage Wells– N/A

6a.13 Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for the drainage design tasks and associated meetings and decisions.

6a.14 Bridge Hydraulic Report– N/A

6a.15 Temporary Drainage Analysis

If necessary, the CONSULTANT can evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during construction phases. Specific services will be negotiated as necessary as a contract amendment.

6a.16 Cost Opinion

6a.17 Technical Special Provisions / Modified Special Provisions

6a.18 Hydroplaning Analysis – N/A

6a.19 Existing Permit Analysis

Data gathering including desktop analysis of local, state and federal Drainage permits.

6a.20 Other Drainage Analysis

The CONSULTANT shall prepare application package and necessary support documents for an Environmental Resource Permit (ERP) submission to South Florida Water Management District. The CONSULTANT shall attend one pre-application meeting and respond to RAI's generated by the submission. This item is intended to cover only the drainage aspects of the ERP permitting. The environmental aspects are covered under Task 8-Environmental Permits in this scope of services. Drainage Connection Permitting with FDOT to be included in this item.

6a.21 Field Reviews

6a.22 Technical Meetings

6a.23 Environmental Look-Around Meetings – N/A

6a.24 Quality Assurance/Quality Control

6a.25 Independent Peer Review

Independent Peer Review will be provided by a third party engineering firm (JEI) at the each design phase (30, 60, 90, and 100%). Additionally, the COUNTY's CEI firm will perform constructability reviews at the 90 and 100% design phases. CONSULTANT coordination time and third party peer review time is included within Section 3.13.

6a.26 Supervision

6a.27 Coordination

6b DRAINAGE PLANS

The CONSULTANT shall prepare Drainage plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of

construction.

- 6b.1 Drainage Map**
- 6b.2 Bridge Hydraulics Recommendation Sheets - N/A**
- 6b.3 Summary of Drainage Structures**
- 6b.4 Optional Pipe/Culvert Material**
- 6b.5 Drainage Structure Sheet(s)**
- 6b.6 Miscellaneous Drainage Detail Sheets**
- 6b.7 Lateral Ditch Plan/Profile**
- 6b.8 Lateral Ditch Cross Sections**
- 6b.9 Retention/Detention Pond Detail Sheet(s)**
- 6b.10 Retention Pond Cross Sections**
- 6b.11 Erosion Control Plan Sheet(s)**
- 6b.12 SWPPP Sheet(s)**
- 6b.13 Quality Assurance/Quality Control**
- 6b.14 Supervision**

7 UTILITIES

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring conflicts that exist between utility facilities and the COUNTY's construction project are addressed. The CONSULTANT shall confirm utility negotiations have been completed and that arrangements have been made for utility work to be undertaken.

- 7.1 Utility Kickoff Meeting – N/A**
- 7.2 Identify Existing Utility Agency Owner(s)**

The CONSULTANT shall identify utilities within and adjacent to the project limits that may be impacted by the project.

- 7.3 Make Utility Contacts**

First Contact: The CONSULTANT shall send letters and two sets of plans to each utility. Includes contact by phone for meeting coordination. Request type, size, location, easements, and cost for relocation if reimbursement is claimed. Request the voltage level for power lines in the project area. Send UAO requests for reimbursement to COUNTY for a legal opinion. Include the meeting schedule (if applicable) and the design schedule. Include typical meeting agenda. If scheduling a meeting, give 4 weeks advance notice.

Second Contact: At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall

transmit two complete sets of Phase II plans and the utility conflict information to each UAO having facilities located within the project limits.

Third Contact: Identify agreements and assemble packages. The CONSULTANT shall send agreements, letters, the utility conflict information and two sets of plans to the UAO(s) including component sets. Include the design schedule.

Not all projects will have all contacts as described above.

7.4 Exception Processing - N/A

7.5 Preliminary Utility Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a preliminary utility meeting with UAO(s) having facilities located within the project limits for the purpose of presenting the project, review the current design schedule, evaluate the utility information collected, provide follow-up information on compensable property rights from the COUNTY Attorney Office, and discuss any future design issues that may impact utilities. This is also an opportunity for the UAO(s) to present proposed facilities. The CONSULTANT shall keep accurate minutes and distribute a copy to all attendees.

7.6 Individual/Field Meetings

The CONSULTANT shall meet with each UAO as necessary, separately or together, throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, standard or selective clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules. The CONSULTANT is responsible for motivating the UAO to complete and return the necessary documents after each Utility Contact or Meeting.

7.7 Collect and Review Plans and Data from UAO(s)

The CONSULTANT shall review utility marked plans and data individually as they are received for content. Ensure information from the UAO (utility type, material and size) is sent to the designer for inclusion in the plans. Forward requests for utility reimbursement and supporting documentation to the COUNTY.

7.8 Subordination of Easements Coordination - N/A

7.9 Utility Design Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a Utility meeting with affected UAO(s). The CONSULTANT shall be prepared to discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, temporary traffic control plans (TTCP) (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable property rights from COUNTY Legal Office, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and TTCP with each UAO. The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The CONSULTANT shall keep accurate minutes of meetings and distribute a copy to all attendees within 3 days. See Task 4.5 (Horizontal/Vertical Master Design File) and Task 4.9 (Cross Section Design Files) for utility conflict location identification and adjustments.

7.10 Review Utility Markups & Work Schedules and Processing of Schedules & Agreements

The CONSULTANT shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer.

7.11 Utility Coordination/Follow-up

The CONSULTANT shall provide utility coordination and follow up. This includes follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of known conflicts. The CONSULTANT shall keep accurate minutes of meetings and distribute a copy to attendees. This task can be applied to phases of the project.

7.12 Utility Constructability Review

The CONSULTANT shall review utility schedules against construction contract time, and phasing for compatibility. See Task 4.5 (Horizontal/Vertical Master Design File) and Task 4.9 (Cross Section Design Files) for utility conflict identification and adjustments.

7.13 Additional Utility Services

The CONSULTANT shall provide additional utility services. Additional services will be determined when the services are required and requested. This item is not usually included in the scope at the time of negotiation and may be added via contract amendment.

7.14 Processing Utility Work by Highway Contractor (UWHC)

UWHC is not anticipated to be a part of this project as the UAO is anticipated to construct the required relocations with their own contractors. Incorporation of these type of agreements into the project will be provided as additional services.

7.15 Contract Plans to UAO(s)

If requested by the COUNTY, the CONSULTANT shall transmit the contract plans as processed for letting to the UAO(s). Transmittals to UAO(s) may be by certified mail, return receipt requested.

7.16 Certification/Close-Out

This includes hours for transmitting utility files to the COUNTY and preparation of the Utility Certification Letter. The CONSULTANT shall confirm to the appropriate COUNTY representative the following:

Utility negotiations (Full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions or Modified Special Provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made and no utility work will be involved.

OR

Plans were sent to the Utility Companies/Agencies and no utility work is required.

7.17 Other Utilities

The CONSULTANT shall provide other utility services. This includes efforts for a utility task not covered by an existing defined task. Required work will be defined in the scope and negotiated on a case-by-case basis.

8 ENVIRONMENTAL PERMITS, COMPLIANCE, AND ENVIRONMENTAL CLEARANCES

This scope assumes an Individual Environmental Resource Permit (ERP) from the South Florida Water Management District (SFWMD) and an Individual Federal Dredge and Fill Permit from the U.S. Army Corps of Engineers (USACE) will be required for the project based on anticipated impacts to jurisdictional surface waters and potentially wetlands. Although the intent is for the widening design to minimize impacts to wetlands and tree removal to the extent practical, for scoping purposes, it is assumed wetland impacts requiring mitigation will be needed. If wetland mitigation is required, a cumulative impact assessment will be needed to provide out of basin mitigation. It is also assumed tree removal will be needed for the project, so the scope assumes that an acoustic survey for the Florida bonneted bat will also be required. These tasks are included for budgetary planning purposes, but they will only be performed, if required by agency personnel.

8.1 Preliminary Project Research

CONSULTANT will research adjacent permits and available reports to identify any natural resource protections and/or previously permitted impacts that may affect the permitting of the Littleton Road widening.

8.2 Field Work

8.2.1 Pond Site Alternatives

The preliminary engineering report identified one (1) potential pond site may be needed for the road widening. The report identified property owned by the Lee County School Board as a potential location for an offsite pond. Preliminary discussions have also included potential utilization property fronting Littleton Elementary as a potential for supplemental water management area. It is the intent of the project design to avoid the need for an additional pond site. Alternative pond siting analysis and reporting can be provided as an additional service.

8.2.2 Establish Wetland Jurisdictional Lines and Assessments

The limits of existing wetlands/jurisdictional surface waters within the existing/proposed Littleton Road right-of-way (inclusive of one potential pond site, if needed) will be field flagged and GPS located for inclusion on the permit drawings, as may be necessary. USACOE wetland data forms will be completed, as necessary. Functional analyses forms will be completed for proposed wetlands/surface waters within the project limits utilizing the Uniform Mitigation Assessment Method (UMAM). CONSULTANT will also map out upland habitat types/land uses within the alignment based upon the Florida Land Use, Cover and Forms Classification System (FLUCFCS) (FDOT, 1999).

8.2.3 Species Surveys

a) Initial Listed Species Survey: The CONSULTANT will conduct a separate field review for listed species that may utilize the habitats within the project corridor, in accordance with standards set forth by the Florida Fish and Wildlife Conservation Commission (FWC). It is

important that the species survey be conducted independent of other field work, as the project vicinity is known to be occupied by burrowing owls and gopher tortoise. The CONSULTANT shall only be focusing on the potential presence of listed species during this field work to provide the most accurate representation of listed species issues that may require additional permitting and/or relocation prior to construction.

Any signs of listed species utilization, such as burrows or nests, will be field flagged and GPS located and included on the listed species survey map. Snags/cavity trees within the project corridor will be located during the survey and evaluated with an IBWO peeper camera to determine potential roosting by bat species. Details of the listed species survey methodology and results will be provided in a technical memorandum. The technical memorandum will be incorporated into the Environmental Supplement that accompanies the SFWMD and USACOE permit applications. The Species Survey does not include species-specific surveys which are time specific and/or require protocol above and beyond typical FWC guidelines and methodologies beyond those included herein.

b) Initial FBB Acoustic Survey (If Required): If the snag survey conducted in the previous task indicates bats may be roosting in the project corridor and/or the agencies require additional survey for the Florida bonneted bat (FBB), the CONSULTANT will conduct one acoustic survey for this species, in accordance with U.S. Fish and Wildlife Service (FWS) draft survey guidelines dated August 2014. The August 2014 FWS draft survey protocols currently require a minimum of five (5) acoustic detector nights per kilometer (0.6 miles) for linear projects such as roadways. Up to three (3) Wildlife Acoustics® SM3 or SM4 BAT recorders will be deployed with microphones placed in a manner to maximize detection of bat calls along the proposed corridor and one potential pond site. The SM3/SM4 BAT recorder(s) will be deployed in locations considered most suitable for FBB call detection. The recorders will operate from sunset to sunrise at each deployment location for a minimum of five (5) nights when weather conditions are suitable and nighttime temperatures are above 60°F. Data will be recorded in full spectrum WAV format, converted to Zero Crossing (ZC) for data analysis and manually screened for species ID and presence of FBB calls. The number of calls attributed to the FBB will be determined and FBB calls within 90 minutes of sunrise or sunset will be noted. FBB survey data is valid for 90 days, according to the FWS. This task does not include coordination or permitting with the FWS should a roost site be located or FBB calls be identified within 90 minutes of sunrise or sunset. If the FWS requires additional acoustic surveys, or deployment of additional acoustic recorders based on initial survey results, a supplemental task authorization will be negotiated. The final deliverable will be an FBB acoustic survey report summarizing the results of the surveys.

8.3 Agency Verification of Wetland Data

The CONSULTANT shall be responsible for verification of wetland and other surface water data identified in Section 8.2 and coordinating regulatory agency field reviews, including finalization of assessments and jurisdictional determinations with applicable agencies.

8.4 Complete and Submit Required Permit Applications

8.4.1 Wetland Permit Applications

a) SFWMD: CONSULTANT will prepare an environmental supplement and complete Section C of the application packet in support of the Environmental Resource Permit (ERP) application. The environmental supplement will include details on existing site conditions, vegetation mapping, proposed limits of jurisdiction, direct and secondary wetland impact analysis, review of potential impacts to wetland dependent species, environmental permit drawings, and mitigation analyses for wetland impacts. The UMAM scores established in Task 8.2.2 will be utilized to assess functional loss resulting from the wetland/surface water impacts, as may be required. If wetland impacts are required by the project that result in the need for wetland

mitigation, a cumulative impact assessment will be required to address the need for out of basin mitigation. The CONSULTANT will conduct the Cumulative Impact Assessment, if required, as an effort to demonstrate providing out of basin mitigation will not result in a net loss of wetland function within the drainage basin. CONSULTANT will work with the COUNTY and project engineer to address up to two (2) Requests for Additional Information in order for the application to be found complete. Permitting is a regulatory function and there is no guarantee of permit issuance.

b) USACOE: CONSULTANT will prepare and submit a separate application to the USACE for an Individual Federal Dredge and Fill Permit. The same ERP Environmental Supplement prepared for the SFWMD application will be utilized, with the addition of an alternative siting analyses that is required by the USACE. CONSULTANT will work with the USACE to provide additional information, as may be necessary, for the application to be sent by the USACE out to Public Notice. CONSULTANT will respond to comments received from the Public Notice, as directed by USACE staff. It is anticipated the U.S. Fish and Wildlife Service (FWS) will provide comment on the project's potential impacts to federally listed species through the USACE permit process through informal consultation. Should formal consultation be required, supplemental scope and fee will be needed, as outlined in Task 8.4.2. CONSULTANT will work with the COUNTY and project engineer to address up to two (2) requests for additional information (email and/or letter correspondence) for the application to be found complete. Permitting is a regulatory function and there is no guarantee of permit issuance.

8.4.2 Species Permit Applications:

a) Informal Consultation: Based on documented occurrences of listed species (particularly burrowing owls and gopher tortoise) within the project vicinity, it is possible permits may be required from the Florida Fish and Wildlife Conservation Commission (FWC) and potentially the FWS to flush burrowing owls from inactive burrows outside of the nesting season and/or excavate/relocated potentially occupied gopher tortoise burrows. It is not possible to determine prior to the start of the project the extent of which these permits/fees may be required. Based on the initial species performed under Task 8.2.3, a memorandum outlining additional wildlife permitting that may be needed prior to the commencement of construction and associated fees will be prepared for County personnel. Otherwise standard listed species impacts/mitigation that may be associated with the project (i.e. potential wood stork foraging impacts) will be evaluated based upon current FWS methodology and included for review with the SFWMD and USACE applications for review by the FWC and/or FWS.

It is assumed the project's potential impacts to listed species will be coordinated through informal consultation with the State and Federal wildlife agencies through the respective wetland permitting process. Should formal consultation be required by the agencies, the alternative scope for formal consultation will be utilized.

b) FWS Formal Consultation (If Required): Although it is not anticipated, should the general listed species survey document direct utilization/potential take of a federally endangered species, such as the FBB, the FWS may require formal consultation under Section 7 of the Endangered Species Act. If formal consultation is required, the CONSULTANT will prepare the necessary cumulative impact assessment for the given listed species referenced by the FWS in their request for formal consultation and draft a biological assessment to outline a proposed mitigation plan to offset habitat impacts and minimize the direct taking of the federally protected species. The following information is generally required for this level of consultation and is provided as an effort to demonstrate the type/amount of detailed work that must be compiled to comply with this elevated level of review:

A list of projects within a 25-mile radius of the project site (based on the Consultation Area of the species in question) that require a SFWMD permit or Development Order (DO) from the Southwest Florida Regional Planning Council (RPC). The list must include: (a) projects that

have received a DO in the last year where construction has begun or has been completed, (b) projects that have received a DO in the last year where construction has not yet been initiated, and (c) projects that have been applied for but have not yet received a DO. The location of each project (Section, Township, and Range), the total size in acres, and if available, the acreages of land use or cover types onsite (as classified by the FLUCFCS) must be provided in a tabular form and illustrated in a scaled graphic;

A list of projects within a 25-mile radius of the project site (based on the Consultation Area of the species in question) that require a county land clearing permit or land use plan approval. The list must include: (a) projects that have been permitted in the last year where construction has begun or has been completed, (b) projects that have been permitted but have not yet initiated construction activities, and (c) projects that have been applied for but have not yet received a permit. The location of each project (Section, Township, and Range), the total size in acres, and if available, the acreages of land use or cover types onsite (as classified by the FLUCFCS) must be provided in a tabular form and illustrated in a scaled graphic;

A list of projects within the last two years, within a 25-mile radius of the project site (based on the Consultation Area of the species in question) that have been identified by the USACE that contain only isolated, non-jurisdictional wetlands. The location of each project (Section, Township, and Range), the total size in acres, and if available, the acreages of land use or cover types onsite (as classified by the FLUCFCS) must be provided in a tabular form and illustrated in a scaled graphic;

A list of lands within a 25-mile radius of the project site (based on the Consultation Area of the species in question) that are currently protected for conservation purposes. For each conservation area, please include the location (Section, Township, and Range), the total size in acres, and if available the acreages of land use or cover types onsite (as classified by the FLUCFCS). The information must be provided in a tabular form and illustrated in a scaled graphic;

A National Wetlands Inventory map or FLUCFCS map showing the 25-mile radius action area with the previously referenced items as overlays; and

An analysis of conservation measures included in the project design that will minimize the adverse effects of the proposed project to the subject listed species habitat. These may include, but are not limited to, offsite preservation and mitigation activities.

8.5 Coordinate and Review Dredge and Fill Sketches (if required)

The CONSULTANT shall review Dredge and Fill Detail sheets to ensure information on the sketch(es) meet the requirements of the regulatory agencies and are appropriate for environmental permit application submittal and acquisition. The CONSULTANT will also provide environmental data/information as needed to support the preparation of the Dredge and Fill sketches.

8.6 Prepare USCG Permit Application – N/A

8.7 Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application – N/A

8.8 Prepare Coastal Construction Control Line (CCCL) Permit Application– N/A

8.9 Prepare Tree Permit Information N/A

8.10 Compensatory Mitigation Plan

If impacts cannot be avoided, the CONSULTANT shall identify the mitigation credits required (if any). Upon concurrence with the agencies, the County will purchase mitigation credits from a mitigation bank

8.11 Mitigation Coordination and Meetings

Environmental Consultant will participate in up to two (2) Public Meetings, as may be needed, to represent/discuss environmental components associated with the project. Consultant will attend meetings with agency personnel during review of the application and attend monthly CIP meetings at the request of the project engineer, when it is necessary to address environmental components.

8.12 Other Environmental Permits

Environmental Clearances, Re-evaluations, and Technical Support

8.13 Technical Support to the COUNTY for Environmental Clearances and Re-evaluations (use when CONSULTANT provides technical support only) – N/A

8.14 Preparation of Environmental Clearances and Re-evaluations (use when CONSULTANT prepares documents associated with a re-evaluation) – N/A

8.15 Contamination Impact Analysis– N/A

8.16 Asbestos Survey– N/A

8.17 Technical Meetings

8.18 Quality Assurance/Quality Control

8.19 Supervision

8.20 Coordination

9 STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS

The CONSULTANT shall analyze, design, and develop contract documents for structures in accordance with applicable provisions as defined in Section 2.19, Provisions for Work. Individual tasks identified in Sections 9 through 18 are defined in the Staff Hour Estimation Handbook and within the provision defined in Section 2. 20, Provisions for Work. Contract documents shall display economical solutions for the given conditions.

The CONSULTANT shall provide Design Documentation to the COUNTY with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of structural elements. These calculations shall be neatly and logically presented on digital media or, at the COUNTY's request, on 8 1/2"x11" paper and sheets shall be numbered. The final design calculations shall be signed and sealed by a Florida-licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. Computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

9.1 Key Sheet and Index of Drawings

- 9.2 Project Layout– N/A
- 9.3 General Notes and Bid Item Notes
- 9.4 Miscellaneous Common Details– N/A
- 9.5 Incorporate Report of Core Borings
- 9.6 Standard Plans- Bridges
- 9.7 Existing Bridge Plans– N/A
- 9.8 Assemble Plan Summary Boxes and Quantities
- 9.9 Cost Opinion
- 9.10 Technical Special Provisions and Modified Special Provisions – N/A
- 9.11 Field Reviews
- 9.12 Technical Meetings
- 9.13 Quality Assurance/Quality Control
- 9.14 Independent Peer Review – N/A
- 9.15 Supervision
- 9.16 Coordination

10 STRUCTURES - BRIDGE DEVELOPMENT REPORT – N/A

11 STRUCTURES - TEMPORARY BRIDGE – N/A

12 STRUCTURES - SHORT SPAN CONCRETE BRIDGE –N/A

The CONSULTANT shall prepare plans for Short Span Concrete Bridge(s) at the location(s) specified in Section 2.5.

General Layout Design and Plans

- 12.1 Overall Bridge Final Geometry
- 12.2 Expansion/Contraction Analysis
- 12.3 General Plan and Elevation
- 12.4 Construction Staging – N/A
- 12.5 Approach Slab Plan and Details
- 12.6 Miscellaneous Details

End Bent Design and Plans

12.7 End Bent Geometry

12.8 End Bent Structural Design

12.9 End Bent Plan and Elevation

12.10 End Bent Details

Intermediate Bent Design and Plans

12.11 Bent Geometry– N/A

12.12 Bent Stability Analysis– N/A

12.13 Bent Structural Design– N/A

12.14 Bent Plan and Elevation– N/A

12.15 Bent Details– N/A

Miscellaneous Substructure Design and Plans

12.16 Foundation Layout

Superstructure Design and Plans

12.17 Finish Grade Elevation Calculation

12.18 Finish Grade Elevations

Cast-In-Place Slab Bridges

12.19 Bridge Deck Design

12.20 Superstructure Plan

12.21 Superstructure Sections and Details

Prestressed Slab Unit Bridges

12.22 Prestressed Slab Unit Design– N/A

12.23 Prestressed Slab Unit Layout– N/A

12.24 Prestressed Slab Unit Details and Schedule– N/A

12.25 Deck Topping Reinforcing Layout– N/A

12.26 Superstructure Sections and Details– N/A

Reinforcing Bar Lists

12.27 Preparation of Reinforcing Bar List

Load Rating

12.28 Load Rating – Assume not required.

13 STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE – N/A

14 STRUCTURES - STRUCTURAL STEEL BRIDGE– N/A

15 STRUCTURES - SEGMENTAL CONCRETE BRIDGE– N/A

16 STRUCTURES - MOVABLE SPAN– N/A

17 STRUCTURES - RETAINING WALLS– N/A

18 STRUCTURES - MISCELLANEOUS

The CONSULTANT shall prepare plans for Miscellaneous Structure(s) as specified in Section 2.5.

18.1 Concrete Box Culverts

Conditional assessment and recommendation reports for Yellow Fever Creek and the east branch of Windmill Canal. Will include cost estimate associated with recommendations.

18.2 Prefabricated Pedestrian Bridge

Pedestrian Bridge: The CONSULTANT will provide design and construction plans for a pedestrian bridge to cross Yellow Fever Creek north of Littleton Road. The bridge plans will include specification of a proprietary prefabricated aluminum truss to be designed by others. The bridge design will include sloped abutments and will not include retaining walls.

19 SIGNING AND PAVEMENT MARKING ANALYSIS

The CONSULTANT shall analyze and document Signing and Pavement Markings Tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

19.1 Traffic Data Analysis

The CONSULTANT shall review the approved preliminary engineering report, typical section package, traffic technical memorandum and proposed geometric design alignment to identify proposed sign placements and roadway markings. Perform queue analysis.

19.2 No Passing Zone Study - N/A

19.3 Reference and Master Design File

The CONSULTANT shall prepare the Signing & Marking Design file to include necessary design elements and associated reference files.

- 19.4 Multi-Post Sign Support Calculations
- 19.5 Sign Panel Design Analysis
- 19.6 Sign Lighting/Electrical Calculations - N/A
- 19.7 Quantities
- 19.8 Cost Opinion
- 19.9 Technical Special Provisions and Modified Special Provisions - N/A
- 19.10 Other Signing and Pavement Marking Analysis - N/A
- 19.11 Field Reviews
- 19.12 Technical Meetings
- 19.13 Quality Assurance/Quality Control
- 19.14 Independent Peer Review - N/A
- 19.15 Supervision
- 19.16 Coordination

20 SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare a set of Signing and Pavement Marking Plans in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that includes the following.

- 20.1 Key Sheet
- 20.2 Summary of Pay Items
- 20.3 Tabulation of Quantities
- 20.4 General Notes/Pay Item Notes
- 20.5 Project Layout - N/A
- 20.6 Plan Sheet
- 20.7 Typical Details
- 20.8 Guide Sign Work Sheet(s)
- 20.9 Traffic Monitoring Site - N/A
- 20.10 Cross Sections - N/A
- 20.11 Special Service Point Details - N/A
- 20.12 Special Details - N/A

20.13 Interim Standards

20.14 Quality Assurance/Quality Control

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by the CONSULTANT under this Agreement.

20.15 Supervision

21 SIGNALIZATION ANALYSIS

CONSULTANT shall mill and restripe west of US41 unless intersections improvements are specifically requested by the COUNTY as an additional service.

22 SIGNALIZATION PLANS

CONSULTANT shall mill and restripe west of US41 unless intersections improvements are specifically requested by the COUNTY as an additional service.

23 LIGHTING ANALYSIS

The CONSULTANT shall analyze and document Lighting Tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

23.1 Lighting Justification Report – N/A

23.2 Lighting Design Analysis Report (using Visual software)

23.3 Voltage Drop Calculations

23.4 FDEP Coordination and Report– N/A

23.5 Reference and Master Design Files (required to develop statistical zones for analysis and lighting plans)

23.6 Temporary Lighting– N/A

23.7 Design Documentation

23.8 Quantities

23.9 Cost Opinion

23.10 Technical Special Provisions and Modified Special Provisions

23.11 Other Lighting Analysis– N/A

23.12 Field Reviews

23.13 Technical Meetings (1 maintaining agency and 1 power company)

23.14 Quality Assurance/Quality Control

23.15 Independent Peer Review– N/A

23.16 Supervision

23.17 Coordination

24 LIGHTING PLANS

The CONSULTANT shall prepare a set of Lighting Plans in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

24.1 Key Sheet

24.2 Summary of Pay Item Sheet Including Designer Interface Quantity Input– N/A

24.3 Tabulation of Quantities

24.4 General Notes/Pay Item Notes

24.5 Pole Data, Legend & Criteria

24.6 Service Point Details

24.7 Project Layout– N/A

24.8 Plan Sheet

24.9 Special Details– N/A

24.10 Temporary Lighting Data and Details– N/A

24.11 Temporary Traffic Control Plan Sheets– N/A

24.12 Interim Standards– N/A

24.13 Quality Assurance/Quality Control

24.14 Supervision

25 LANDSCAPE ARCHITECTURE ANALYSIS

The CONSULTANT shall analyze and document Landscape Architecture Tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. CONSULTANT shall perform the following tasks (as applicable):

25.1 Data Collection

Research required to collect data necessary to complete the initial design analysis. Includes identifying local ordinances and collection of other project data.

25.2 Site Inventory and Analysis for Proposed Landscape

Includes identification of opportunities and constraints for the proposed landscape project based on existing site conditions. Identify available planting areas for nursery landscape material.

Summary of analysis, if required, is included in conceptual design.

25.3 Planting Design

Conceptual Design: Includes delineation of proposed planting types, scheme development and preliminary costs and reports. The design shall be submitted with the Phase II plans.

Final Design: Includes identifying the species/type, size, location, spacing, and quality of plants.

25.4 Irrigation Design

Feasibility Report: Includes analysis of methods, materials and operation costs associated with proposed irrigation system design.

Conceptual Design: Typically not done in master design file. Includes determination of water and power sources. Phase II design level.

Final Design: Includes work in master design files. Irrigation Design includes, but is not limited to, the locations and sizes of pumps, pump stations, mainlines, lateral lines, irrigation heads, valves, backflow and control devices.

25.5 Hardscape Design– N/A

25.6 Plan Summary Boxes

25.7 Cost Opinions

25.8 Technical Special Provisions and Modified Special Provisions

25.9 Other Landscape Architecture

25.10 Outdoor Advertising– N/A.

25.11 Field Reviews

25.12 Technical Meetings / Public Meetings

Assumes one (1) public meeting and four (4) design review meetings (30, 60, 90, and 100%). Roadway Landscape Advisory Committee (RLAC) meetings can be provided as an additional service.

25.13 Quality Assurance/Quality Control

25.14 Independent Peer Review

25.15 Supervision

25.16 Project Coordination

25.17 Interdisciplinary Coordination

26 LANDSCAPE ARCHITECTURE PLANS

The CONSULTANT shall prepare a set of Landscape Plans which includes the following.

- 26.1 Key Sheet
- 26.2 Tabulation of Quantities
- 26.3 General Notes
- 26.4 Tree and Vegetation Inventory, Protection and Relocation Plans– N/A
- 26.5 Planting Plans for Linear Roadway Projects
- 26.6 Planting Plans (Interchanges and Toll Plazas) – N/A
- 26.7 Planting Details and Notes
- 26.8 Irrigation Plans for Linear Roadway Project
- 26.9 Irrigation Plans for Interchange and Toll Plazas– N/A
- 26.10 Irrigation Details and Notes
- 26.11 Hardscape Plans– N/A
- 26.12 Hardscape Details and Notes– N/A
- 26.13 Landscape Maintenance Plan– N/A
- 26.14 Cost Opinion
- 26.15 Quality Assurance/Quality Control
- 26.16 Supervision

27 SURVEY

The CONSULTANT shall perform the following survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, procedures, and current design memoranda. All horizontal control to be in NAD83 (2011 adjustment). Vertical control shall be in the North American Vertical Datum of 1988 (NAVD88).

27.1 Horizontal Project Control (HPC)

Establish or recover HPC, for establishing horizontal control on the Florida State Plane Coordinate System. Includes analysis and processing of all field collected data, and preparation of forms.

27.2 Vertical Project Control (VPC)

Establish or recover VPC, for establishing vertical control on datum approved by Lee County. Includes analysis and processing of all field collected data, and preparation of forms.

27.3 Alignment and/or Existing Right of Way (R/W) Lines

Prepare Boundary Survey of the Line/Area of Construction, Right-of-Way Map, Survey Maps of Acquisition Parcels and Legal Descriptions of Acquisition Parcels as required for this project in accordance with all applicable COUNTY directives, and Florida Statutes. All maps, surveys

and legal descriptions will be prepared under the direction of a licensed Florida Professional Surveyor and Mapper (PSM) to a size, configuration and format specified by the COUNTY, and will be designed to provide a high degree of uniformity and maximum readability.

27.4 Terrestrial Laser Scan Target Points (budget and time included in 27.1 & 27.2)

Place, locate, and maintain required laser scanning control. Includes analysis and processing of all field collected data, existing maps, and/or reports. Placement of the control will be at the discretion of the surveying and mapping firm.

27.5 Reference Points

Reference Horizontal Project Network Control (HPNC) points, project alignment, vertical control points, section, ¼ section, center of section corners and General Land Office (G.L.O.) corners as required. Project control will be referenced to project alignment but alignment will not be monumented in the field.

27.6 Topography/Digital Terrain Model (DTM) (3D)

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines, high and low points extending 25 feet outside of each right-of-way. Acquire cross-sectional data at approximately 50-foot intervals. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.7 Planimetric (2D) (budget included in 27.6)

Locate all above ground features and improvements. Deliver in appropriate electronic format as requested by COUNTY. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.8 Roadway Cross Sections (budget included in 27.6)

Perform cross sections or profiles. May include analysis and processing of field-collected data for comparison with DTM.

27.9 Side Street Surveys (budget included in 27.6)

Survey side streets and entrance drives 50 feet beyond the right-of-way. Project begins at the centerline of Corbett Road and terminates at the centerline of U.S. 41.

27.10 Underground Utilities

There are approximately ten (10) known UAO within this project. Designation includes 2-dimensional collection of existing utilities. STREAM EM technology will also be utilized to help identify any unknown utilities within drivable areas of the project corridor. Location includes non-destructive excavation (test holes) to determine size, type and location of existing utility, as necessary for final 3-dimensional verification at forty (40) locations as specified by the engineer. Survey includes collection of data on points as needed for designates and locates. Includes assembling available utility information, requesting dig tickets, analysis and processing of all field collected data, field test hole data sheets and delivery of all appropriate electronic files. The survey of underground utilities will include up to ten (10) individual underground utility lines.

27.11 Outfall Survey (budget included in 27.12)

Locate all above ground features and improvements for project limits by collecting the required

data for the purpose of a DTM. Survey with sufficient density of shots. Shoot all break lines, high and low points. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.12 Drainage Survey

Locate underground data (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of field collected data, existing maps, and/or reports.

27.13 Bridge Survey (Minor/Major) – N/A

27.14 Channel Survey– N/A

27.15 Pond Site Survey– N/A

27.16 Mitigation Survey– N/A

27.17 Jurisdiction Line Survey– N/A

27.18 Geotechnical Support– N/A

27.19 Sectional/Grant Survey– N/A

27.20 Subdivision Location

Survey all existing recorded subdivision/condominium boundaries, tracts, units, phases, blocks, street R/W lines, common areas. Includes analysis and processing of all field collected data and/or reports. If unrecorded subdivision is on file in the public records of the subject county, tie existing monumentation of the beginning and end of unrecorded subdivision.

27.21 Maintained R/W

As required for section 27.3

27.22 Boundary Survey– N/A

27.23 Water Boundary Survey– N/A

27.24 Right of Way Staking, Parcel / Right of Way Line– N/A

27.25 Right of Way Monumentation– N/A

27.26 Line Cutting (budget included in 27.6) – N/A

27.27 Work Zone Safety

Provide work zone as required by COUNTY standards.

27.28 Miscellaneous Surveys

Provide up to 16 sketch and descriptions for eight (8) parcel acquisitions. Two for each of the eight (8) parcels.

27.29 Supplemental Surveys

Provide cross-sectional information for Yellow Fever and Windmill creeks. Collect data up and down stream at 50, 100 and 500 beyond the bridge structure.

Provide as-built data of the completed roundabout at Corbett Road. This includes the field effort of additional survey control and processing.

Provide additional design survey information along U.S. 41, 800 feet north and south of the Littleton Road intersection. This task is to provide above ground survey design data and does not include subsurface utilities or right-of-way map production.

27.30 Document Research

Perform research of documentation to support field and office efforts.

27.31 Field Review

Perform verification of the field conditions as related to the collected survey data.

27.32 Technical Meetings

Attend meetings as required (up to four meetings).

27.33 Quality Assurance/Quality Control (QA/QC)

As required.

27.34 Supervision

As required.

27.35 Coordination

As required.

28 PHOTOGRAMMETRY - N/A

29 MAPPING - N/A

30 TERRESTRIAL MOBILE LiDAR - N/A

31 ARCHITECTURE DEVELOPMENT- N/A

32 NOISE BARRIERS IMPACT DESIGN ASSESSMENT IN THE DESIGN PHASE- N/A

33 INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS- N/A

34 INTELLIGENT TRANSPORTATION SYSTEMS PLANS- N/A

35 GEOTECHNICAL

The CONSULTANT shall, for each project, be responsible for a complete geotechnical investigation. All work performed by the CONSULTANT shall be in accordance with COUNTY standards.

The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

The CONSULTANT shall notify the COUNTY in adequate time to schedule a representative to attend all related meetings and field activities.

Roadway

35.1 Document Collection and Review

CONSULTANT will review printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, CONSULTANT shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

The CONSULTANT shall be responsible for coordination of geotechnical related field work activities.

All laboratory testing and classification will be performed in accordance with applicable COUNTY standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Agreement. CONSULTANT shall perform the following tasks (as applicable):

35.2 Develop Detailed Boring Location Plan

35.3 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

35.4 Muck Probing – N/A

35.5 Coordinate and Develop MOT Plans for Field Investigation

Coordinate and develop Temporary Maintenance of Traffic (MOT). All work zone traffic control will be performed in accordance with the COUNTY's Standard Plans Index 102 series.

35.6 Drilling Access Permits

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

35.7 Property Clearances - N/A

35.8 Groundwater Monitoring - N/A

35.9 LBR / Resilient Modulus Sampling

Collect appropriate samples for Limerock Bearing Ratio (LBR) testing.

35.10 Coordination of Field Work

Coordinate field work required to provide geotechnical data for the project.

35.11 Soil and Rock Classification - Roadway

Refine soil profiles recorded in the field, based on results of laboratory testing.

35.12 Design LBR

Determine design LBR values from the 90% and mean methods when LBR testing is required by the COUNTY.

35.13 Laboratory Data

Tabulate laboratory test results for inclusion in the geotechnical report, the report of tests sheet (Roadway Soil Survey Sheet), and for any necessary calculations and analyses.

35.14 Seasonal High Water Table

Review the encountered ground water levels and estimate seasonal high ground water levels.

35.15 Parameters for Water Retention Areas

Calculate parameters for water retention areas, exfiltration trenches, and/or swales.

35.16 Delineate Limits of Unsuitable Material - N/A

35.17 Electronic Files for Cross-Sections - N/A

35.18 Embankment Settlement and Stability - N/A

35.19 Monitor Existing Structures - N/A

35.20 Stormwater Volume Recovery and/or Background Seepage Analysis - N/A

35.21 Geotechnical Recommendations

Provide geotechnical recommendations regarding the proposed roadway construction project including the following: description of the site/alignment, design recommendations and discussion of any special considerations (i.e. removal of unsuitable material, consolidation of weak soils, estimated settlement time/amount, groundwater control, high groundwater conditions relative to pavement base, etc.). Evaluate and recommend types of geosynthetics and properties for various applications, as required.

35.22 Pavement Condition Survey and Pavement Evaluation Report

Submit a pavement evaluation report in general accordance with Section 3.2 of the Materials Manual: Flexible Pavement Coring and Evaluation.

35.23 Preliminary Roadway Report – N/A

35.24 Final Report

The Final Roadway Report shall include the following:

Copies of U.S.G.S. and S.C.S. maps with project limits shown.

A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Plans Indices 120-001 and 120-002.

The results of all tasks discussed in all previous sections regarding data interpretation and analysis.

An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.

The CONSULTANT will respond in writing to any changes and/or comments from the COUNTY and submit any responses and revised reports.

35.25 Auger Boring Drafting

Draft auger borings as required for the project.

35.26 SPT Boring Drafting

Draft SPT borings as required for the project.

Structures

The CONSULTANT shall be responsible for coordination of geotechnical related fieldwork activities. The CONSULTANT shall retain all samples until acceptance of final Design plans. Rock cores shall be retained as directed in writing by the COUNTY.

CONSULTANT shall perform specialized field-testing as required by needs of project and as directed in writing by the COUNTY.

All laboratory testing and classification will be performed in accordance with applicable COUNTY standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Agreement.

The staff hour tasks for high embankment fills and structural foundations for bridges, box culverts, walls, high-mast lighting, overhead signs, mast arm signals, strain poles, buildings, and other structures include the following:

35.27 Develop Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with COUNTY Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to the COUNTY for approval prior to commencing with the boring program.

35.28 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

35.29 Coordinate and Develop MOT Plans for Field Investigation

Coordinate and develop MOT plan. All work zone traffic control will be performed in accordance with the FDOT Standard Plans Index 102 series.

35.30 Drilling Access Permits

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

35.31 Property Clearances

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the COUNTY's Project Manager.

35.32 Collection of Corrosion Samples

Collect corrosion samples for determination of environmental classifications.

35.33 Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the project.

35.34 Soil and Rock Classification - Structures

Soil profiles recorded in the field should be refined based on the results of laboratory testing.

35.35 Tabulation of Laboratory Data

Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses.

35.36 Estimate Design Groundwater Level for Structures

Review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design.

35.37 Selection of Foundation Alternatives (BDR)

Evaluation and selection of foundation alternative, including the following:

Spread footings

Prestressed concrete piling - various sizes

Foundation analyses shall be performed using approved COUNTY methods. Assist in selection of the most economical, feasible foundation alternative.

35.38 Detailed Analysis of Selected Foundation Alternate(s) - N/A

35.39 Bridge Construction and Testing Recommendations - N/A

35.40 Lateral Load Analysis (Optional)

Provide FB MultiPier parameters for lateral analysis.

35.41 Walls - N/A

35.42 Sheet Pile Wall Analysis (Optional) - N/A

35.43 Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations - N/A

35.44 Box Culvert Analysis - N/A

35.45 Preliminary Report - BDR - N/A

35.46 Final Report - Bridge and Associated Walls

The final structures report will be combined with final report as noted in 35.24 and shall include the following:

Copies of U.S.G.S. and S.C.S. maps with project limits shown.

Summary of structure background data, S.C.S., U.S.G.S., geologic and potentiometric data.

The results of all tasks discussed in all previous sections regarding data interpretation and analysis.

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

Any special provisions required for construction that are not addressed in the COUNTY's Standard specification.

An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available), and any other pertinent information.

35.47 Final Reports - Signs, Signals, Box Culvert, Walls, and High Mast Lights - N/A

35.48 SPT Boring Drafting

Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, S.C.S. map and U.S.D.A. map as directed by the COUNTY. Soil symbols must be consistent with those presented in the latest Florida Department of Transportation Soils and Foundations Handbook.

35.49 Other Geotechnical - N/A

35.50 Technical Special Provisions and Modified Special Provisions - N/A

35.51 Field Reviews - N/A

35.52 Technical Meetings

35.53 Quality Assurance/Quality Control

35.54 Supervision

35.55 Coordination

36 3D MODELING - N/A

37 PROJECT REQUIREMENTS

37.1 Liaison Office

The COUNTY and the CONSULTANT will designate a Project Manager who shall be the representative of their respective organizations for the Project. While it is expected the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with the COUNTY Project Manager.

37.2 Key Personnel

The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall

be subject to review and approval by COUNTY.

37.3 Progress Reporting

The CONSULTANT shall meet with the COUNTY as required and shall provide a written monthly progress report with approved schedule and schedule status.

37.4 Correspondence

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

37.5 Professional Endorsement

The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, Technical Special Provisions and Modified Special Provisions, and plans as required by COUNTY standards.

37.6 Computer Automation

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems.

37.7 Coordination with Other Consultants

The CONSULTANT is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

37.8 Optional Services

At the COUNTY's option, the CONSULTANT may be requested to provide optional services. The fee for these services shall be negotiated in accordance with the terms detailed in Exhibit B, Compensation and Method of Payment, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). Additional services may be authorized by Letter of Authorization or supplemental amendment.

38 INVOICING LIMITS

Payment for the work accomplished shall be in accordance with Exhibit B of this Agreement. Invoices shall be submitted to the COUNTY, in a format prescribed by the COUNTY. The COUNTY Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the COUNTY.

The CONSULTANT shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the COUNTY. The CONSULTANT shall provide man hour totals as backup with each monthly invoice.

COMPENSATION AND METHOD OF PAYMENTCN190114LAC DESIGN – LITTLETON ROAD WIDENING FROM CORBETT RD TO US 41Section 1. BASIC SERVICES/TASK(S)

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

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.03(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.)
3	Project Common and General Tasks	\$253,853.51	NTE	W.I.P.P. shall be applicable to all tasks
4/5	Roadway Analysis & Plans	\$235,875.00	NTE	
6a/6b	Drainage Analysis & Plans	\$237,435.00	NTE	
7	Utilities	\$ 46,780.00	NTE	
8	Env. Permits, Compliance & Clearances	\$159,635.00	NTE	
9/12/18	Structures-Summary, Misc Tasks, Drawings Short Span Concrete Bridge Misc Structures	\$ 49,620.00	NTE	
19/20	Signing & Pavement Marking Analysis & Plans	\$ 59,930.00	NTE	
23/24	Lighting Analysis & Plans	\$ 19,740.00	NTE	
25/26	Landscape Architecture Analysis & Plans	\$ 24,240.80	NTE	
27	Survey – Field and Office Support	\$181,150.00	NTE	
35	Geotechnical	\$ 16,870.00	NTE	
	Expenses	\$ 19,719.78	NTE	
TOTAL		\$1,304,849.09	NTE	

(Unless list is continued on next page)
CMO:033
09/25/01

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".

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

DAVID DOUGLAS ASSOCIATES, INC. _____

(1) Project Position or Classification (Function to be Performed)	(2) Hourly Rate To Be Charged
Project Director	\$230.00
Sr. Project Manager	\$185.00
Sr. Engineer II	\$170.00
Sr. Planner II	\$140.00
Sr. Designer II	\$140.00
Design Engineer	\$130.00
Field Inspector II	\$110.00
Administrative II	\$90.00
CADD Technician	\$85.00
Administrative	\$65.00

CMO:033
09/25/01

ATTACHMENT NO. 2 TO EXHIBIT B

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

CN190114LAC DESIGN – LITTLETON ROAD WIDENING FROM CORBETT RD TO US 41

DAVID DOUGLAS ASSOCIATES, INC. __

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

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.58/Mile (Or Current IRS Rate)
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost
Tolls	Actual Cost
Meals: Breakfast	\$13.00
Lunch	\$15.00
Dinner	\$26.00
In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	
Reproduction (Photocopy) 8 1/2" x 11" BW/Color	\$0.25/\$2.50 Per Page
8 1/2" x 14" BW/Color	\$0.50/\$3.00 Per Page
11" x 17" BW/Color	\$1.25/\$4.00 Per Page
24" x 36" BW/Color	\$3.00/\$20.00 Per Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
Permit Fees	Actual + 10%
Court Testimony of Professional Engineer	\$295.00/Hr.
Boat & Outboard	\$250.00/Day
CD/Flashdrive	\$1.00/ea
Overnite Shipping/Travel	Direct + 10%
Outside Printing Cost	Direct + 10%
Bond	Actual + 10%
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, etc. not covered under the costs and/or changes established in the Agreement. No fees or mark-ups shall be authorized for reimbursable expenses.	

NOTE: N.T.E. indicates Not-To-Exceed
CMO:033
01/01/2010

ATTACHMENT NO. 1 TO EXHIBIT B

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

CN190114LAC DESIGN – LITTLETON ROAD WIDENING FROM CORBETT RD TO US 41

CARDNO, INC. (LIGHTING)

(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
Principal	\$249.00
Sr. Project Manager	\$186.00
Chief Engineer	\$201.00
Sr. Engineer	\$177.00
Project Engineer	\$150.00
Engineer	\$120.00
Sr. Designer	\$117.00
Designer	\$105.00

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

ATTACHMENT NO. 2 TO EXHIBIT B

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

CN190114LAC DESIGN – LITTLETON ROAD WIDENING FROM CORBETT RD TO US 41

CARDNO, INC. (LIGHTING)

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

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.58/Mile (Or Current IRS Rate)
Vehicle Rental/Gas	Actual Cost
Tolls	Actual Cost
Lodging (Per Person)	Actual Cost
Meals: Breakfast	\$13.00
Lunch	\$15.00
Dinner	\$26.00
In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	
Reproduction (Photocopy) 8 ½" x 11"	\$0.15/Page
8 ½" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, etc. not covered under the costs and/or changes established in the Agreement. No fees or mark-ups shall be authorized for reimbursable expenses	

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

CMO:033

01/01/2010

ATTACHMENT NO. 1 TO EXHIBIT B

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

CN190114LAC DESIGN – LITTLETON ROAD WIDENING FROM CORBETT RD TO US 41

CARDNO, INC. (STRUCTURAL)

(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
Principal	\$249.00
Chief Engineer	\$201.00
Project Manager	\$162.00
Project Engineer	\$150.00
Engineer	\$120.00
Senior Designer	\$117.00
Engineer Intern	\$105.00
CADD Technician	\$90.00
Clerical	\$80.00

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

ATTACHMENT NO. 2 TO EXHIBIT B

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

CN190114LAC DESIGN – LITTLETON ROAD WIDENING FROM CORBETT RD TO US 41

CARDNO, INC. (STRUCTURAL)

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

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.58/Mile (Or Current IRS Rate)
Vehicle Rental/Gas	Actual Cost
Tolls	Actual Cost
Lodging (Per Person)	Actual Cost
Meals: Breakfast	\$13.00
Lunch	\$15.00
Dinner	\$26.00
In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	
Reproduction (Photocopy) 8 ½" x 11"	\$0.15/Page
8 ½" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, etc. not covered under the costs and/or changes established in the Agreement. No fees or mark-ups shall be authorized for reimbursable expenses.	

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

CMO:033

01/01/2010

ATTACHMENT NO. 1 TO EXHIBIT B

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

CN190114LAC DESIGN – LITTLETON ROAD WIDENING FROM CORBETT RD TO US 41

CARDNO, INC. (SURVEY)

(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
Branch Manager	\$235.00
Survey Project Manager	\$125.00
Project Surveyor	\$105.00
Project UC Manager	\$225.00
Sr.Utility Coordinator	\$180.00
Utility Coordinator	\$150.00
Survey CADD Technician	\$90.00
Clerical	\$65.00

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

ATTACHMENT NO. 2 TO EXHIBIT B

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

CN190114LAC DESIGN – LITTLETON ROAD WIDENING FROM CORBETT RD TO US 41

CARDNO, INC. (SURVEY)

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

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.58/Mile (Or Current IRS Rate)
Vehicle Rental/Gas	Actual Cost
Tolls	Actual Cost
Lodging (Per Person)	Actual Cost
Meals: Breakfast	\$13.00
Lunch	\$15.00
Dinner	\$26.00
In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	
Reproduction (Photocopy) 8 ½" x 11"	\$0.15/Page
8 ½" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
One-Person Robotic Survey Total Station	\$50.00/hour
STREAM EM	\$200.00/hour
STREAM C	\$150.00/hour
Hydrone Autonomous Hydrographic Equipment	\$125.00/hour
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, etc. not covered under the costs and/or changes established in the Agreement. No fees or mark-ups shall be authorized for reimbursable expenses.	

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

CMO:033

01/01/2010

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

CELLA MOLNAR & ASSOCIATES, INC.

(1) Project Position or Classification (Function to be Performed)	(2) Hourly Rate To Be Charged
Professional	\$159.81
PIO Project Manager	\$124.68
Public Information Specialist	\$95.16
Assistant Public Information Specialist	\$84.45
Technician	\$90.00
Administrative	\$45.00

CMO:033
09/25/01

ATTACHMENT NO. 1 TO EXHIBIT B

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

CN190114LAC DESIGN – LITTLETON ROAD WIDENING FROM CORBETT RD TO US 41

GFA INTERNATIONAL, 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
Principal Engineer	\$150.00
Project Engineer	\$135.00
Staff Engineer	\$80.00
Driller	\$75.00
Drill Crew	\$45.00
Clerical	\$45.00

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

ATTACHMENT NO. 2 TO EXHIBIT B

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

CN190114LAC DESIGN – LITTLETON ROAD WIDENING FROM CORBETT RD TO US 41

GFA INTERNATIONAL, INC.

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

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Other Communications	Actual Cost
Postage	Actual Cost
Shipping Material	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Automobile & Truck Travel	N.T.E. \$0.58/Mile (Or Current IRS Rate)
Tolls	Actual Cost
Lodging (Per Person)	Actual Cost
Meals: (Breakfast)	\$13.00
(Lunch)	\$15.00
(Dinner)	\$26.00
In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	
Reproduction (Photocopy) 8 ½" x 11"	\$0.15/Page
8 ½" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing	Actual Cost
Binding	Actual Cost
Mylar Sheets	\$1.10/Sq. Ft.
Photographic Supplies & Services	Actual Cost
Computers	Standard Billing Rate
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, etc. not covered under the costs and/or changes established in the Agreement. No fees or mark-ups shall be authorized for reimbursable expenses.	

NOTE: N.T.E. indicates Not-To-Exceed
CMO:033
01/01/2010

ATTACHMENT NO. 2 TO EXHIBIT B

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

CN190114LAC DESIGN – LITTLETON ROAD WIDENING FROM CORBETT RD TO US 41

JOHNSON ENGINEERING, INC.

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

[illegible]

NOTE: N.T.E. indicates Not-To-Exceed
CMO:033
01/01/2010

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

URBAN GREEN STUDIO, PLLC

(1) Project Position or Classification (Function to be Performed)	(2) Hourly Rate To Be Charged
Project Director	\$100.00
Landscape Architect	\$125.00
Irrigation Designer	\$95.00
ACAD Technician	\$75.00

CMO:033
09/25/01

ATTACHMENT NO. 2 TO EXHIBIT B

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

CN190114LAC DESIGN – LITTLETON ROAD WIDENING FROM CORBETT RD TO US 41

URBAN GREEN STUDIO, PLLC_

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

[illegible]

NOTE: N.T.E. indicates Not-To-Exceed
CMO:033
01/01/2010

EXHIBIT C

TIME AND SCHEDULE OF PERFORMANCE

CN190114LAC DESIGN – LITTLETON ROAD WIDENING FROM CORBETT RD TO US 41

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 5.00 of this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
3	Protect Common and General Tasks	750	750
4/5	Roadway Analysis & Plans	360	750
6a/6b	Drainage Analysis & Plans	360	750
7	Utilities	750	750
8	Env. Permits, Compliance & Clearances	390	750
9/12/18	Structures-Summary, Misc Tasks, Drawings Short Span Concrete Bridge Misc. Structures	360	750
19/20	Signing & Pavement Marking Analysis & Plans	360	750
23/24	Lighting Analysis & Plans	360	750
25/26	Landscape Architecture Analysis & Plans	360	750
27	Survey – Field and Office Support	375	750
35	Geotechnical	180	750

“This Contract shall remain in effect until one (1) year after construction is complete”

EXHIBIT D

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

CN190114LAC DESIGN – LITTLETON ROAD WIDENING FROM CORBETT RD TO US 41

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

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type)		
		Yes	No	Type
Survey	Cardno, Inc. 5670 Zip Dr. Fort Myers, FL 33905		X	
Lighting	Cardno, Inc. 3905 Crescent Park Dr. Riverview, FL 33578		X	
Structural	Cardno, Inc. 380 Park Place Blvd., Suite 300 Clearwater, FL 33759		X	
Public Involvement	Cellar Molnar & Associates, Inc. 1631 Hendry Street Ft Myers, FL 33901	X		WBE
Geotechnical	GFA International, Inc. 5851 Country Lakes Dr. Fort Myers, FL 33905		X	
Environmental	Johnson Engineering, Inc. 2122 Johnson St. Fort Myers, FL 33901		X	
Landscape Architecture	Urban Green Studio PO Box 111841 Naples, FL 34108	X		WBE

CMO:035
09/25/01

EXHIBIT E

PROJECT GUIDELINES AND CRITERIA

CN190114LAC DESIGN – LITTLETON ROAD WIDENING FROM CORBETT RD TO US 41

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

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

Item No. 1

NONE

EXHIBIT F

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:

David Douglas Associates, Inc.

Daniel M. Craig

BY: Daniel M. Craig, P.E., PTOE

TITLE: Vice President/Branch Manager

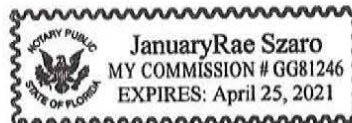
The foregoing instrument was signed and acknowledged before me this 2nd day of May, 2019, by Daniel M. Craig who has produced Personally Known to Me as identification.

(Print or Type Name) (Type of Identification and Number)

January Rae Szaro
Notary Public Signature

January Rae Szaro
Printed Name of Notary Public

GG81246 / 4/25/21
Notary Commission Number/Expiration



CMO:
00/00/00

INSURANCE

CN190114LAC DESIGN – LITTLETON ROAD WIDENING FROM CORBETT RD TO US 41

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

- a. **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

- b. **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)

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this 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

- d. **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."*

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

- a. The certificate holder shall read as follows:

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

- b. "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:

1. An appropriate "Indemnification" clause shall be made a provision of the Agreement.
2. If applicable, it is the responsibility of the prime consultant to ensure that all subconsultants comply with all insurance requirements.
3. Place the project name and number in the Description of Operations box.
4. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better.

End of Insurance Guide section]

EXHIBIT H

AMENDMENT TO ARTICLES

CN190114LAC DESIGN – LITTLETON ROAD WIDENING FROM CORBETT RD TO US 41

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.