

**AGREEMENT FOR
COUNTY WIDE MINOR PAVING, DRAINAGE & CONCRETE IMPROVEMENTS**

THIS AGREEMENT FOR ONGOING COUNTY WIDE MINOR PAVING, DRAINAGE & CONCRETE IMPROVEMENTS ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Denco Construction, Inc., a Florida corporation authorized to do business in the State of Florida, whose address is 4600 Cummins Ct, Fort Myers FL 33905 and whose federal tax identification number is 27-3688614, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the County intends to purchase construction services related to County Wide Minor Paving, Drainage & Concrete Improvements from the Contractor for specific projects as determined by the County (the "Purchase"); and,

WHEREAS, the County issued a solicitation, B160576/AB on December 2, 2016; and,

WHEREAS, the County evaluated the responses received and found the Contractor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended Decision Bid Action on February 13, 2017; and,

WHEREAS, the Contractor is one of a pool of firms approved to provide products and services for the Purchase, the County shall award projects as needed, and the Contractor understands and agrees that no work is guaranteed under this Agreement; and,

WHEREAS, the Contractor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

- A. The Contractor agrees to diligently provide all products and services for the Purchase in accordance with the Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Contractor shall comply strictly with all of the terms and conditions of B160576/AB, a copy of which is on file with the County's

Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon execution by both the County and the Contractor, and shall continue for a period of one (1) year.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.
- C. Products and services must be delivered in accordance with Supplemental Task Authorizations and Change Orders. The schedule must commence on the date of the purchase order.

III. COMPENSATION AND PAYMENT

- A. The County must pay the Contractor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Contractor's submittal in response to B160576/AB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Contractor must not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Contractor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on fifteen (15) days' prior written notice, but failure to give such notice will be of no effect and the County will not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County must pay the Contractor in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., as amended from time to time, upon receipt of the Contractor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Contractor must submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments must be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder will be made unless the same are in writing and signed by both the Contractor and the County.
- B. If the County requires the Contractor to perform additional services or provide additional product(s) related to this Agreement, then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation must be agreed upon before commencement of any additional services or provision of additional product(s) and must be incorporated into this Agreement by written amendment. The County will not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor will not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A. The Contractor will indemnify and hold harmless Lee County Government from liabilities, damages, losses, and costs, including but not limited to attorney's reasonable fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and

persons employed or utilized by the Contractor in the performance of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. CONTRACTOR'S INSURANCE

A. Contractor must procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.

B. Contractor must, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and must not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

VIII. PERFORMANCE AND PAYMENT BOND(S)

The Contractor must procure performance and payment bond(s) in accordance with Exhibit D.

IX. RESPONSIBILITIES OF THE CONTRACTOR

A. The Contractor must be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Contractor under this Agreement. The Contractor must, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.

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

C. The Contractor must comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work

thereof, and must not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Contractor specifically acknowledges its obligations to comply with §119.0701, F.S., as amended from time to time, with regard to public records, and must:

- 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's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided 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 Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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>.

E. The Contractor is, and will be, in the performance of all work, services and activities under this Agreement, an independent contractor. Contractor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement will be at all times, and in all places, subject to the Contractor's sole direction, supervision and control. The Contractor must exercise control over the means and manner in which it and its employees perform the work, and in all respects the

Contractor's relationship and the relationship of its employees to the County will be that of an independent contractor and not as employees of the County. The Contractor will be solely responsible for providing benefits and insurance to its employees.

X. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement will become the property of the County upon acceptance by the County.

XI. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Contractor must ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Contractor to perform the services pursuant to this Agreement must comply with the terms set forth in this Agreement.
- C. The Contractor specifically agrees that all products must be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" is deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XII. COMPLIANCE WITH APPLICABLE LAW

This Agreement will be governed by the laws of the State of Florida. Contractor must promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Contractor must conduct no activity or provide any service that is unlawful or offensive.

XIII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Contractor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County will be responsible to Contractor only for fees and compensation earned by the Contractor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Contractor or any other elements of breach of contract.

- B. After receipt of a notice of termination, except as otherwise directed, the Contractor must stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all Contractors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Contractor's obligations under this Agreement.

XIV. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Contractor will be required to continue all obligations under this Agreement during the pendency of claims or disputes including, but not limited to, actual periods of mediation or judicial proceedings.

XV. STOP WORK ORDER

The County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Agreement. Any order must be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor must immediately comply with its terms and take all reasonable steps to

minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor must not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XIII.

In the event the County does not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Agreement.

XVI. CONTRACTOR WARRANTY

- A. All products provided under this Agreement must be new (unless specifically identified otherwise in a Supplemental Task Authorization) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Contractor must pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor must refund to the County any money which has been paid for same.
- C. Contractor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

XVII. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

- B. The Contractor must not assign any interest in this Agreement and must not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Contractor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy must be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement may not be construed to be and is not a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement must be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Contractor is comprised of more than one legal entity, each entity must be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Frank Gibson
Title: Secretary
Address: 4600 Cummins Ct.
Fort Myers, FL 33905
Telephone: 239-332-4400
Facsimile: 239-332-4592
E-mail: FGibson@Denco-inc.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Contractor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Supplemental Task Authorization(s)
 - 2. Agreement
 - 3. County's Purchase Order
 - 4. Solicitation # B160576/AB
 - 5. Contractor's Submittal in Response to Solicitation # B160576/AB

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:
Signed By: Jackie Hurley

Print Name: Jackie Hurley

Denco Construction, Inc.
Signed By: [Signature]

Print Name: Frank Gibson

Title: Secretary

Date: March 13, 2017

LEE COUNTY

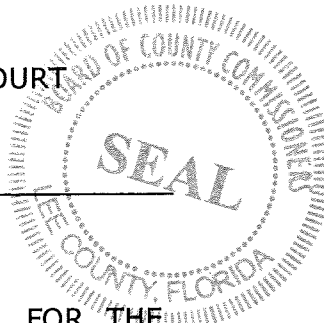
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 4-18-17

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]
Deputy Clerk



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF SERVICES

Contractor shall provide Paving, Drainage and Concrete Improvement services in accordance with Lee County Solicitation No. B160576/AB and Supplemental Task Authorizations issued under this Agreement, if any.

A. Supplemental Task Authorizations

The term Supplemental Task Authorization refers to a written document executed by both parties under this Agreement setting forth and authorizing a limited number of services, tasks, or work for a specific project identified by the County. Such services, tasks, or work is consistent with and has previously been described by Solicitation No. B160576/AB and this Agreement.

B. Award of Supplemental Task Authorizations

As provided by Solicitation No. B160576/AB, individual projects may be awarded, and authorized via Supplemental Task Authorizations, to any of the firms approved by the Board of County Commissioners under that solicitation. Award shall be made as follows:

- Any project/task with a total cost of **\$50,000.00 or less** may be awarded to the firm holding a valid contract under this bid, with the lowest unit prices, able to meet the required project schedule.
- Any project/task with a total cost of **\$50,000.01, but less than \$500,000.00** must be quoted by a **minimum of three (3) of the approved firms** holding a valid contract under Solicitation No. ITB160576/AB. When quotes are requested, the Contractor's submittal must be based on the unit prices provided by Exhibit B, or lower prices. The quote must not list any prices that are higher. Award of the project shall be made to the firm holding a valid contract under this bid, with the lowest quoted price, able to meet the required project schedule.

C. Performance of Work under this Agreement

All work shall be provided and performed in accordance with the Technical Specifications of Solicitation No. B160576/AB and as further described in any Supplemental Task Authorizations issued under this Agreement.

**EXHIBIT B
FEE SCHEDULE**

Payment for actual work completed shall be made in accordance with the terms of this Agreement and any Supplemental Task Authorizations issued hereunder. All project pricing shall be determined by the rates established by the Contractor's Response to Solicitation No. B160576/AB, attached hereto and incorporated herein as part of Exhibit B, which appear below. All quotes received by the County from the Contractor must reflect pricing at or below the rates listed in this Exhibit B.

				<i>Denco</i>
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>
104-1	Baled Hay or Straw	1-25	EA	\$15.00
104-1	Baled Hay or Straw	26-50	EA	\$12.00
104-1	Baled Hay or Straw	51-100+	EA	\$10.00
104-11	Floating Turbidity Barrier	1-200	LF	\$15.00
104-11	Floating Turbidity Barrier	201-500	LF	\$12.00
104-11	Floating Turbidity Barrier	501-1000+	LF	\$10.00
104-13	Staked Silt Fence	1-200	LF	\$3.00
104-13	Staked Silt Fence	201-500	LF	\$2.00
104-13	Staked Silt Fence	501-1000+	LF	\$1.00
110-1	Curb and Gutter Removal	1-200	LF	\$15.00
110-1	Curb and Gutter Removal	201-500	LF	\$10.00
110-1	Curb and Gutter Removal	501-1000+	LF	\$8.00
110-2	Miscellaneous Concrete Removal (Separator)	1-200	SY	\$20.00

**EXHIBIT B
FEE SCHEDULE**

110-2	Miscellaneous Concrete Removal (Separator)	201-500	SY	\$18.00
110-2	Miscellaneous Concrete Removal (Separator)	501-1000+	SY	\$15.00
110-3	Existing Pipe Removal	1-200	LF	\$20.00
110-3	Existing Pipe Removal	201-500	LF	\$15.00
110-3	Existing Pipe Removal	501-1000+	LF	\$12.00
110-4	Removal of Existing Pavement	1-200	SY	\$15.00
110-4	Removal of Existing Pavement	201-500	SY	\$10.00
110-4	Removal of Existing Pavement	501-1000+	SY	\$8.00
110-5	Clearing and Grubbing	1	AC	\$7,500.00
120-1	Roadway Excavation	1-200	CY	\$15.00
120-1	Roadway Excavation	201-500	CY	\$12.00
120-1	Roadway Excavation	501-1000+	CY	\$10.00
120-4	Swale Grading	1-200	LF	\$20.00
120-4	Swale Grading	201-500	LF	\$12.00
120-4	Swale Grading	501-1000+	LF	\$9.00
120-6	Embankment (Truckload)	1-200	CY	\$35.00
120-6	Embankment (Truckload)	201-500	CY	\$28.00
120-6	Embankment (Truckload)	501-1000+	CY	\$23.00
530-1	Rip Rap	1-15	TN	\$120.00
530-1	Rip Rap	16-30	TN	\$100.00

**EXHIBIT B
FEE SCHEDULE**

530-1	Rip Rap	31-45+	TN	\$95.00
121-1	Flowable Fill	1-9	CY	\$300.00
121-1	Flowable Fill	10-18	CY	\$250.00
121-1	Flowable Fill	19-27+	CY	\$220.00
160-1	Type "B" Stabilization	1-200	SY	\$10.00
160-1	Type "B" Stabilization	201-500	SY	\$6.00
160-1	Type "B" Stabilization	501-1000+	SY	\$8.00
160-2	Stabilized Subgrade	1-200	SY	\$10.00
160-2	Stabilized Subgrade	201-500	SY	\$9.00
160-2	Stabilized Subgrade	501-1000+	SY	\$8.00
230-1	Optional Base Group 1	1-200	SY	\$40.00
230-1	Optional Base Group 1	201-500	SY	\$15.00
230-1	Optional Base Group 1	501-1000+	SY	\$10.00
230-4	Optional Base Group 4	1-200	SY	\$45.00
230-4	Optional Base Group 4	201-500	SY	\$15.00
230-4	Optional Base Group 4	501-1000+	SY	\$12.00
230-6	Optional Base Group 6	1-200	SY	\$45.00
230-6	Optional Base Group 6	201-500	SY	\$16.00
230-6	Optional Base Group 6	501-1000+	SY	\$13.00
230-9	Optional Base Group 9	1-200	SY	\$50.00

**EXHIBIT B
FEE SCHEDULE**

230-9	Optional Base Group 9	201-500	SY	\$25.00
230-9	Optional Base Group 9	501-1000+	SY	\$18.00
230-11	Optional Base Group 11	1-200	SY	\$50.00
230-11	Optional Base Group 11	201-500	SY	\$40.00
230-11	Optional Base Group 11	501-1000+	SY	\$30.00
280-2	Asphaltic Base Course	1-200	TN	\$175.00
280-2	Asphaltic Base Course	201-500	TN	\$150.00
280-2	Asphaltic Base Course	501-1000+	TN	\$130.00
327-1	Milling (1")	1-200	SY	\$35.00
327-1	Milling (1")	201-500	SY	\$12.00
327-1	Milling (1")	501-1000+	SY	\$11.00
327-1A	Milling (1.5")	1-200	SY	\$35.00
327-1A	Milling (1.5")	201-500	SY	\$12.25
327-1A	Milling (1.5")	501-1000+	SY	\$11.25
327-2	Milling (2")	1-200	SY	\$35.00
327-2	Milling (2")	201-500	SY	\$12.50
327-2	Milling (2")	501-1000+	SY	\$11.50
327-3	Milling (3")	1-200	SY	\$35.00
327-3	Milling (3")	201-500	SY	\$12.75
327-3	Milling (3")	501-1000+	SY	\$11.75

**EXHIBIT B
FEE SCHEDULE**

327-4	Milling (4")	1-200	SY	\$35.00
327-4	Milling (4")	201-500	SY	\$13.00
327-4	Milling (4")	501-1000+	SY	\$12.00
327-5	Milling (5")	1-200	SY	\$35.00
327-5	Milling (5")	201-500	SY	\$13.50
327-5	Milling (5")	501-1000+	SY	\$12.50
327-6	Milling (6")	1-200	SY	\$35.00
327-6	Milling (6")	201-500	SY	\$15.00
327-6	Milling (6")	501-1000+	SY	\$13.00
331-1	Type III Asphaltic Concrete	1-200	TN	\$150.00
331-1	Type III Asphaltic Concrete	201-500	TN	\$125.00
331-1	Type III Asphaltic Concrete	501-1000+	TN	\$120.00
333-1	Asphaltic Concrete Type "S-1"	1-200	TN	\$150.00
333-1	Asphaltic Concrete Type "S-1"	201-500	TN	\$125.00
333-1	Asphaltic Concrete Type "S-1"	501-1000+	TN	\$120.00
333-2	Asphaltic Concrete Type "S-3"	1-200	TN	\$150.00
333-2	Asphaltic Concrete Type "S-3"	201-500	TN	\$125.00
333-2	Asphaltic Concrete Type "S-3"	501-1000+	TN	\$120.00
339-1	Miscellaneous Asphalt Pavement	1-200	TN	\$150.00
339-1	Miscellaneous Asphalt Pavement	201-500	TN	\$125.00

**EXHIBIT B
FEE SCHEDULE**

339-1	Miscellaneous Asphalt Pavement	501-1000+	TN	\$120.00
400-1	Miscellaneous Concrete - Class I	1-9	CY	\$250.00
400-1	Miscellaneous Concrete - Class I	10-18	CY	\$225.00
400-1	Miscellaneous Concrete - Class I	19-27+	CY	\$200.00
400-2	Miscellaneous Concrete - Class II	1-9	CY	\$600.00
400-2	Miscellaneous Concrete - Class II	10-18	CY	\$500.00
400-2	Miscellaneous Concrete - Class II	19-27+	CY	\$400.00
400-3	Miscellaneous Concretet - Class I	1-20	CY	\$600.00
400-3	Miscellaneous Concrete - Class I	21-40	CY	\$500.00
400-3	Miscellaneous Concrete - Class I	41-80+	CY	\$400.00
425-1	Adjusting Manholes	1-5	EA	\$1,000.00
425-1	Adjusting Manholes	6-10	EA	\$800.00
425-1	Adjusting Manholes	11-20+	EA	\$750.00
425-10	Capping Existing P-4 Inlet(s)	1	EA	\$1,250.00
425-11	Install Yard Drains	1	EA	\$950.00
425-2	Adjusting Valve Boxes	1-5	EA	\$300.00
425-2	Adjusting Valve Boxes	6-10	EA	\$250.00
425-2	Adjusting Valve Boxes	11-20+	EA	\$150.00
425-3	Adjusting Inlets	1-5	EA	\$1,000.00
425-3	Adjusting Inlets	6-10	EA	\$900.00
425-3	Adjusting Inlets	11-20+	EA	\$800.00

**EXHIBIT B
FEE SCHEDULE**

425-4	Inlets - (Curb) (Type P-3)	1-5	EA	\$4,500.00
425-4	Inlets - (Curb) (Type P-3)	6-10	EA	\$4,250.00
425-4	Inlets - (Curb) (Type P-3)	11-20+	EA	\$4,000.00
425-5	Inlets - (Curb) (Type P-5)	1-5	EA	\$4,500.00
425-5	Inlets - (Curb) (Type P-5)	6-10	EA	\$4,250.00
425-5	Inlets - (Curb) (Type P-5)	11-20+	EA	\$4,000.00
425-6	Inlets - (Curb) (Type P-6)	1-5	EA	\$4,500.00
425-6	Inlets - (Curb) (Type P-6)	6-10	EA	\$4,250.00
425-6	Inlets - (Curb) (Type P-6)	11-20+	EA	\$4,000.00
425-7	Inlets - (DT BOT) (Type C)	1-5	EA	\$2,000.00
425-7	Inlets - (DT BOT) (Type C)	6-10	EA	\$1,600.00
425-7	Inlets - (DT BOT) (Type C)	11-20+	EA	\$1,500.00
425-8	Inlets - (DT BOT) (Type D)	1-5	EA	\$2,600.00
425-8	Inlets - (DT BOT) (Type D)	6-10	EA	\$2,200.00
425-8	Inlets - (DT BOT) (Type D)	11-20+	EA	\$2,000.00
425-9	Inlets - (DT BOT) (Type E)	1-5	EA	\$4,000.00
425-9	Inlets - (DT BOT) (Type E)	6-10	EA	\$3,000.00
425-9	Inlets - (DT BOT) (Type E)	11-20+	EA	\$2,800.00
430-1	15" RCP CD - CLASS III	1-200	LF	\$45.00
430-1	15" RCP CD - CLASS III	201-500	LF	\$38.00

**EXHIBIT B
FEE SCHEDULE**

430-1	15" RCP CD - CLASS III	501-1000+	LF	\$34.00
430-2	18" RCP CD - CLASS III	1-200	LF	\$50.00
430-2	18" RCP CD - CLASS III	201-500	LF	\$45.00
430-2	18" RCP CD - CLASS III	501-1000+	LF	\$40.00
430-3	24" RCP CD - CLASS III	1-200	LF	\$60.00
430-3	24" RCP CD - CLASS III	201-500	LF	\$55.00
430-3	24" RCP CD - CLASS III	501-1000+	LF	\$50.00
430-4	30" RCP CD - CLASS III	1-200	LF	\$75.00
430-4	30" RCP CD - CLASS III	201-500	LF	\$70.00
430-4	30" RCP CD - CLASS III	501-1000+	LF	\$65.00
430-5	36" RCP CD - CLASS III	1-200	LF	\$120.00
430-5	36" RCP CD - CLASS III	201-500	LF	\$95.00
430-5	36" RCP CD - CLASS III	501-1000+	LF	\$85.00
430-6	48" RCP CD - CLASS III	1-200	LF	\$175.00
430-6	48" RCP CD - CLASS III	201-500	LF	\$150.00
430-6	48" RCP CD - CLASS III	501-1000+	LF	\$135.00
430-7	60" RCP CD - CLASS III	1-200	LF	\$300.00
430-7	60" RCP CD - CLASS III	201-500	LF	\$275.00
430-7	60" RCP CD - CLASS III	501-1000+	LF	\$250.00
430-8	12" X 18" RCP - CD	1-200	LF	\$50.00

**EXHIBIT B
FEE SCHEDULE**

430-8	12" X 18" RCP - CD	201-500	LF	\$45.00
430-8	12" X 18" RCP - CD	501-1000+	LF	\$40.00
430-9	14" X 23" RCP - CD	1-200	LF	\$55.00
430-9	14" X 23" RCP - CD	201-500	LF	\$45.00
430-9	14" X 23" RCP - CD	501-1000+	LF	\$40.00
430-10	19" X 30" RCP - CD	1-200	LF	\$70.00
430-10	19" X 30" RCP - CD	201-500	LF	\$60.00
430-10	19" X 30" RCP - CD	501-1000+	LF	\$55.00
430-11	24" X 38" RCP - CD	201-500	LF	\$85.00
430-11	24" X 38" RCP - CD	501-1000+	LF	\$80.00
430-11	24" X 38" RCP - CD	1-200	LF	\$75.00
430-12	29" X 45" RCP - CD	1-200	LF	\$120.00
430-12	29" X 45" RCP - CD	201-500	LF	\$110.00
430-12	29" X 45" RCP - CD	501-1000+	LF	\$100.00
430-13	38" X 60" RCP - CD	1-200	LF	\$200.00
430-13	38" X 60" RCP - CD	201-500	LF	\$180.00
430-13	38" X 60" RCP - CD	501-1000+	LF	\$175.00
430-14	48" X 76" RCP - CD	1-200	LF	\$300.00
430-14	48" X 76" RCP - CD	201-500	LF	\$275.00
430-14	48" X 76" RCP - CD	501-1000+	LF	\$250.00

**EXHIBIT B
FEE SCHEDULE**

430-15	15" MES	1	EA	\$900.00
430-16	18" MES	1	EA	\$950.00
430-17	24" MES	1	EA	\$1,100.00
430-18	30" MES	1	EA	\$1,400.00
430-19	36" MES	1	EA	\$2,000.00
430-20	48" MES	1	EA	\$3,500.00
430-21	60" MES	1	EA	\$6,000.00
430-22	12" X 18" MES	1	EA	\$900.00
430-23	14" X 23" MES	1	EA	\$950.00
430-24	19" X 30" MES	1	EA	\$1,100.00
430-25	24" X 38" MES	1	EA	\$1,500.00
430-26	29" X 45" MES	1	EA	\$2,500.00
430-27	38" X 60" MES	1	EA	\$5,000.00
430-28	48" X 76" MES	1	EA	\$6,500.00
430-29	15" ADS	1-200	LF	\$50.00
430-29	15" ADS	201-500	LF	\$40.00
430-29	15" ADS	501-1000+	LF	\$35.00
430-30	18" ADS	1-200	LF	\$60.00
430-30	18" ADS	201-500	LF	\$45.00
430-30	18" ADS	501-1000+	LF	\$38.00
430-31	24" ADS	1-200	LF	\$70.00

**EXHIBIT B
FEE SCHEDULE**

430-31	24" ADS	201-500	LF	\$60.00
430-31	24" ADS	501-1000+	LF	\$48.00
430-32	30" ADS	1-200	LF	\$80.00
430-32	30" ADS	201-500	LF	\$70.00
430-32	30" ADS	501-1000+	LF	\$65.00
430-33	36" ADS	1-200	LF	\$120.00
430-33	36" ADS	201-500	LF	\$100.00
430-33	36" ADS	501-1000+	LF	\$85.00
430-34	48" ADS	1-200	LF	\$175.00
430-34	48" ADS	201-500	LF	\$150.00
430-34	48" ADS	501-1000+	LF	\$135.00
430-35	Desilting Pipe, 0-24"	1-20	LF	\$25.00
430-35	Desilting Pipe, 0-24"	21-50	LF	\$20.00
430-36	Desilting Pipe, 25" - 36'	1-20	LF	\$30.00
430-36	Desilting Pipe, 25" - 36"	21-50	LF	\$25.00
430-37	Desilting Pipe, 37" - 48"	1-20	LF	\$50.00
430-37	Desilting Pipe, 37" - 48"	21-50	LF	\$40.00
430-38	Desilting Pipe, 49" - 60"	1-20	LF	\$60.00
430-38	Desilting Pipe, 49" - 60"	21-50	LF	\$50.00
430-39	Desilting Pipe, 61" or greater	1-20	LF	\$100.00

**EXHIBIT B
FEE SCHEDULE**

430-39	Desilting Pipe, 61" or greater	21-50	LF	\$90.00
515-1	Pipe Handrail (Galvanized) (42")	1-20	LF	\$150.00
515-1	Pipe Handrail (Galvanized) (42")	21-50	LF	\$90.00
515-1	Pipe Handrail (Galvanized) (42")	51-100+	LF	\$85.00
515-2	Pipe Handrail (Galvanized) (54")	1-20	LF	\$175.00
515-2	Pipe Handrail (Galvanized) (54")	21-50	LF	\$100.00
515-2	Pipe Handrail (Galvanized) (54")	51-100+	LF	\$95.00
520-1	Type "A" Curb	1-20	LF	\$75.00
520-1	Type "A" Curb	26-50	LF	\$50.00
520-1	Type "A" Curb	51-100+	LF	\$30.00
520-2	Type "B" Curb	1-20	LF	\$75.00
520-2	Type "B" Curb	26-50	LF	\$50.00
520-2	Type "B" Curb	51-100+	LF	\$30.00
520-3	Type "D" Curb	1-25	LF	\$75.00
520-3	Type "D" Curb	26-50	LF	\$50.00
520-3	Type "D" Curb	51-100+	LF	\$30.00
520-4	Type "E" Curb	1-25	LF	\$75.00
520-4	Type "E" Curb	26-50	LF	\$50.00
520-4	Type "E" Curb	51-100+	LF	\$30.00
520-5	Type "F" Curb	1-25	LF	\$75.00

**EXHIBIT B
FEE SCHEDULE**

520-5	Type "F" Curb	26-50	LF	\$50.00
520-5	Type "F" Curb	51-100+	LF	\$30.00
520-6	Traffic Separator - (2')	1-25	LF	\$350.00
520-6	Traffic Separator - (2')	26-50	LF	\$250.00
520-6	Traffic Separator - (2')	51-100+	LF	\$150.00
520-7	Traffic Separator - (4')	1-25	LF	\$450.00
520-7	Traffic Separator - (4')	26-50	LF	\$250.00
520-7	Traffic Separator - (4')	51-100+	LF	\$150.00
520-8	Traffic Separator - (6')	1-25	LF	\$500.00
520-8	Traffic Separator - (6')	26-50	LF	\$250.00
520-8	Traffic Separator - (6')	51-100+	LF	\$150.00
520-9	Traffic Separator - (width varies)	1-25	SY	\$550.00
520-9	Traffic Separator - (width varies)	26-50	SY	\$250.00
520-9	Traffic Separator - (width varies)	51-100+	SY	\$150.00
522-1	Concrete Sidewalk - (4" thickness)	1-100	SY	\$75.00
522-1	Concrete Sidewalk - (4" thickness)	101-250	SY	\$30.00
522-1	Concrete Sidewalk - (4" thickness)	251-500+	SY	\$50.00
522-2	Concrete Sidewalk - (6" thickness)	1-100	SY	\$95.00
522-2	Concrete Sidewalk - (6" thickness)	101-250	SY	\$70.00
522-2	Concrete Sidewalk - (6" thickness)	251-500+	SY	\$60.00
522-4	Concrete Curb Stop	1	EA	\$50.00

**EXHIBIT B
FEE SCHEDULE**

570-1	Hydro-seeding	1-200	SY	\$4.00
570-1	Hydro-seeding	201-500	SY	\$3.00
570-1	Hydro-seeding	501-1000+	SY	\$2.00
575-1	Sodding (Bahia)	1-200	SY	\$5.00
575-1	Sodding (Bahia)	201-500	SY	\$4.00
575-1	Sodding (Bahia)	501-1000+	SY	\$3.00
575-2	Sodding (Floritam)	1-200	SY	\$6.00
575-2	Sodding (Floritam)	201-500	SY	\$5.00
575-2	Sodding (Floritam)	501-1000+	SY	\$4.00
700-1	Relocate Existing Sign (one post)	1-5	EA	\$250.00
700-1	Relocating Existing Sign (one post)	6-15	EA	\$200.00
700-1	Relocate Existing Sign (one post)	16-30+	EA	\$175.00
700-2	Relocate Existing Sign (two post)	1-5	EA	\$300.00
700-2	Relocating Existing Sign (two post)	6-15	EA	\$250.00
700-2	Relocate Existing Sign (two post)	16-30+	EA	\$200.00
700-3	Remove Existing Sign (one post)	1-5	EA	\$50.00
700-3	Remove Existing Sign (one post)	6-15	EA	\$50.00
700-3	Remove Existing Sign (one post)	16-30+	EA	\$40.00
700-4	Remove Existing Sign (two post)	1-5	EA	\$60.00
700-4	Remove Existing Sign (two post)	6-15	EA	\$60.00

**EXHIBIT B
FEE SCHEDULE**

700-4	Remove Existing Sign (two post)	16-30+	EA	\$50.00
700-5	Install Sign (one post)	1-5	EA	\$250.00
700-5	Install Sign (one post)	6-10	EA	\$230.00
700-5	Install Sign (one post)	11-20+	EA	\$200.00
700-6	Install Sign (two post)	1-5	EA	\$250.00
700-6	Install Sign (two posts)	6-10	EA	\$230.00
700-6	Install Sign (two post)	11-20+	EA	\$200.00
706-1	Reflective Pavement Markers (RPM's)	1-20	EA	\$8.00
706-1	Reflective Pavement Markings (RPM's)	21-60	EA	\$7.00
706-1	Reflective Pavement Markers (RPM's)	61-100+	EA	\$6.00
710-1	6" Solid Traffic Stripe (paint)	1-200	LF	\$3.00
710-1	6" Solid Traffic Stripe (paint)	201-500	LF	\$2.00
710-1	6" Solid Traffic Stripe (paint)	501-1000+	LF	\$1.75
710-2	12" Solid Traffic Stripe (paint)	1-25	LF	\$8.00
710-2	12" Solid Traffic Stripe (paint)	26-50	LF	\$4.00
710-2	12" Solid Traffic Stripe (paint)	51-100+	LF	\$3.00
710-3	18" Solid Traffic Stripe (paint)	1-25	LF	\$10.00
710-3	18" Solid Traffic Stripe (paint)	26-50	LF	\$8.00
710-3	18" Solid Traffic Stripe (paint)	51-100+	LF	\$6.00
710-4	24" Solid Traffic Stripe (paint)	1-25	LF	\$12.00
710-4	24" Solid Traffic Stripe (paint)	26-50	LF	\$10.00

**EXHIBIT B
FEE SCHEDULE**

710-4	24" Solid Traffic Stripe (paint)	51-100+	LF	\$8.00
710-5	6" Skip Traffic Stripe (paint)	1-200	LF	\$3.00
710-5	6" Skip Traffic Stripe (paint)	201-500	LF	\$2.00
710-5	6" Skip Traffic Stripe (paint)	501-1000+	LF	\$1.75
710-6	6" Dotted Guide Lines (paint)	1-50	LF	\$3.00
710-6	6" Dotted Guide Lines (paint)	51-100	LF	\$3.00
710-6	6" Dotted Guide Lines (paint)	101-150+	LF	\$2.00
710-7	Directional Arrows (Paint)	1	EA	\$250.00
710-8	Pavement Messages (Paint)	1	EA	\$400.00
710-9	8" Solid Traffic Stripe (Paint)	1-200	LF	\$5.00
710-9	8" Solid Traffic Stripe (Paint)	201-500	LF	\$3.00
710-9	8" Solid Traffic Stripe (Paint)	501-1000+	LF	\$2.00
711-1	6" Solid Stripe/Extru. Thermo	1-200	LF	\$6.00
711-1	6" Solid Traffic Stripe/Extru. Thermo.	201-500	LF	\$5.00
711-1	6" Solid Stripe/Extru. Thermo.	501-1000+	LF	\$3.00
711-2	12" Solid Stripe/Extru. Thermo	1-25	LF	\$10.00
711-2	12" Solid Stripe/Extru. Thermo.	26-50	LF	\$8.00
711-2	12" Solid Stripe/Extru. Thermo.	51-100+	LF	\$6.00
711-3	18" Solid Stripe/Extru. Thermo	1-25	LF	\$15.00
711-3	18" Solid Stripe/Extru. Thermo.	26-50	LF	\$10.00

**EXHIBIT B
FEE SCHEDULE**

711-3	18" Solid Stripe/Extru. Thermo.	51-100+	LF	\$8.00
711-4	24" Solid Stripe/Extru. Thermo	1-25	LF	\$20.00
711-4	24" Solid Stripe/Extru. Thermo.	26-50	LF	\$15.00
711-4	24" Solid Stripe/Extru. Thermo.	51-100+	LF	\$12.00
711-5	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	\$6.00
711-5	6" Skip Traffic Stripe/Extru. Thermo.	201-500	LF	\$5.00
711-5	6" Skip Traffic Stripe/Extru. Thermo.	501-1000+	LF	\$4.00
711-6	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	\$6.00
711-6	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	\$5.00
711-6	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	\$4.00
711-7	Directional Arrows / Extru. Thermo.	1	EA	\$350.00
711-7A	Preformed Arrow	1	EA	\$350.00
711-7B	Preformed Symbol (Bike)	1	EA	\$400.00
711-8	Pavement Messages / Extru. Thermo.	1	EA	\$500.00
711-9	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	\$8.00
711-9	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	\$6.00
711-9	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	\$5.00
711-10	Remove Existing Pavement Markings	1-100	SF	\$10.00
711-10	Remove Existing Pavement Markings	101-300	SF	\$6.00
711-10	Remove Existing Pavement Markings	301-500+	SF	\$5.00

**EXHIBIT B
FEE SCHEDULE**

527-2	Detectable Warning Surfaces (Inset) *	1-50	SF	\$150.00
527-2	Detectable Warning Surfaces (Inset) *	51-100	SF	\$125.00
527-2	Detectable Warning Surfaces (Inset) *	101+	SF	\$100.00
527-3	Det. Warning Surf. (Screwdown Retro-Fit)	1-50	SF	\$150.00
527-3	Det. Warning Surf. (Screwdown Retro-Fit)	51-100	SF	\$125.00
527-3	Det. Warning Surf. (Screwdown Retro-Fit)	101+	SF	\$100.00
536-1	Guardrail	1-20	LF	\$100.00
536-1	Guardrail	21-50	LF	\$90.00
536-1	Guardrail	51-100+	LF	\$80.00
536-2	Guardrail - Double sided	1-20	LF	\$140 .00
536-2	Guardrail - Double Sided	21-50	LF	\$130.00
536-2	Guardrail - Double Sided	51-100+	LF	\$120 .00
536-3	Guardrail Removal	1-20	LF	\$25.00
536-3	Guardrail Removal	21-50	LF	\$20.00
536-3	Guardrail Removal	51-100+	LF	\$15.00
538-1	Guardrail Resetting	1-20	LF	\$50.00
538-1	Guardrail Resetting	21-50	LF	\$40.00
538-1	Guardrail Resetting	51-100+	LF	\$30.00
MT-1	T-99 (Standard Proctor)	1	EA	\$300.00
MT-2	T-180 (Modified Proctor)	1	EA	\$300.00
MT-3	In Place Density Test	1	EA	\$50.00

**EXHIBIT B
FEE SCHEDULE**

MT-4	Concrete Cylinders (Set of 4)	1	EA	\$200.00
MT-5	Asphalt Extraction/Gradation	1	EA	\$300.00
	MOT/MOB	1	EA	13%
	Night Work MOT/MOB (additional %)	1	EA	5%

EXHIBIT C INSURANCE REQUIREMENTS

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

- a. **Commercial General Liability** - Coverage must apply to premises and/or operations, products and completed operations, independent contractors, 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 must apply to all owned, hired and non-owned vehicles use with minimum limits of:

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

\$500,000 bodily injury per person

\$1,000,000 bodily injury per accident

\$500,000 property damage per accident

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

\$500,000 per accident

\$500,000 disease limit

\$500,000 disease - policy limit

EXHIBIT C INSURANCE REQUIREMENTS

- d. **Maritime Remedies** - coverage must provide minimum limits of liability of \$1,000,000 per occurrence for General Maritime Laws, including but not limited to:
- Maintenance & Cure;
 - Unseaworthiness;
 - Wrongful Death;
 - Jones Act;
 - Death on the High Seas Act; Longshore and Harbor Workers' Act; Protection and Indemnity;
 - And or any other state workers' compensation law, or other federal occupational disease law that your employees might be exposed to.

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

Verification of Coverage:

Coverage must be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate must 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. It is the responsibility of the Contractor to ensure that all subcontractors comply with all insurance requirements.

EXHIBIT D
PERFORMANCE AND PAYMENT BONDS

For each Supplemental Task Authorization authorizing work for a cost of \$100,000.00 or more, the Contractor must procure a performance and payment bond in accordance with this Agreement and B160576/AB.

- A. In accordance with Chapter 255.05, Florida Statutes, as may be amended from time to time, and Lee County Ordinance 95-2-102, as may be amended from time to time, a public performance and payment bond is to be issued in a sum equal to one-hundred percent (100%) of the total awarded Supplemental Task Authorization amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida.
- B. Any bonding company submitting a performance and payment bond to Lee County Government must be licensed to transact a fidelity and surety business in the State of Florida.
- C. A public performance and payment bond must be properly executed by the Surety Company and Contractor and recorded with the Lee County Clerk of Court within seven (7) calendar days after notification by Lee County of the approval to award the Supplemental Task Authorization. The Contractor is responsible for all fees and charges associated with the performance and payment bond, including the cost of recording.
- D. A clean irrevocable letter of credit or cash bond may be accepted by the County in lieu of the public performance and payment bond.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
DENCO CONSTRUCTION, INC.

Filing Information

Document Number	G48898
FEI/EIN Number	31-1071467
Date Filed	07/11/1983
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/22/2014
Event Effective Date	NONE

Principal Address

C/O ROBERT H BUBAR
4600 CUMMINS COURT
FORT MYERS, FL 33905

Changed: 04/05/2011

Mailing Address

C/O ROBERT H BUBAR
4600 CUMMINS COURT
FORT MYERS, FL 33905

Changed: 04/05/2011

Registered Agent Name & Address

BUBAR, ROBERT H
4600 CUMMINS COURT
FORT MYERS, FL 33905

Name Changed: 04/05/2011

Address Changed: 02/25/1994

Officer/Director Detail

Name & Address

Title DP

BUBAR, ROBERT H

4600 CUMMINS COURT
FT MYERS, FL, FL 33905

Title DV

BUBAR, RODNEY J
4600 CUMMINS COURT
FORT MYERS, FL 33905

Title DST

GIBSON, FRANK J
4600 CUMMINS COURT
FORT MYERS, FL 33905

Title MGRM

BUBAR, ROBERT
4600 CUMMINS CT
FT MYERS, FL 33905

Title MGRM

BUBAR, ROBERT
4600 CUMMINS CT
FT MYERS, FL 33905

Annual Reports

Report Year	Filed Date
2015	03/18/2015
2016	03/08/2016
2017	03/14/2017

Document Images

03/14/2017 -- ANNUAL REPORT	View image in PDF format
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4/7/2017

Detail by Entity Name

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02/28/2001 -- ANNUAL REPORT	View image in PDF format
03/27/2000 -- ANNUAL REPORT	View image in PDF format
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03/16/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
VTC Insurance Group
Troy Office
1175 Long Lake Road, #200
Troy MI 48098

CONTACT NAME: Wendy Hingson
PHONE (A/C, No., Ext): (239) 275-8226
E-MAIL ADDRESS: whingson@vtcins.com
FAX (A/C, No.): (239) 275-8837

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Amerisize Insurance Company	19488
INSURER B:	Travelers Insurance Company	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Denco Construction, Inc.
4600 Cummins Court, Unit 1
Fort Myers, Florida 33905

COVERAGES CERTIFICATE NUMBER: 2017-2018 GL, Auto, WC, UMB REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl. Contractual Liability and XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	GL20808790501 Broad Form Property Damage Included	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		CA20666090701	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CU20742210602 Umbrella Follows Form	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC206612	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Inalnd Marine		QT660-2180N701	1/1/2017	1/1/2018	Leased/Rented \$150,000 Any One Item

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: County-Wide Minor Paving & Drainage & Concrete Improvements
Where required by written contract, Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees and public officials are added as Additional Insureds on the General Liability policy with respects to liability arising out of ongoing and completed operations performed by the named insured.

CERTIFICATE HOLDER
Lee County Board of County Commissioners
P. O. Box 398
Fort Myers, FL 33902

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Alan Chandler/V510 *Alan P. Chandler*

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT --
FORM A

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number GL20808790501	Agency Number	Policy Effective Date 01/01/2017
Policy Expiration Date 01/01/2018	Date 03/13/2017	Account Number
Named Insured Denco Construction, Inc.	Agency V T C INSURANCE GROUP	Issuing Company AMERISURE MUTUAL INSURANCE COMPANY

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
 - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
 - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b. The written contract, written agreement, or certificate of insurance must:
 - (1) Require additional insured status for a time period during the term of this policy; and
 - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c. If, however:
 - (1) "Your work" began under a letter of intent or work order; and
 - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
 - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
 - a. That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
 - (1) Premises you:
 - (a) Own;
 - (b) Rent;
 - (c) Lease; or
 - (d) Occupy;
 - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

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- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
- (b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.

(3) Completed operations coverage, but only if:

- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and
- (b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

b. If the written contract, written agreement, or certificate of insurance:

- (1) Requires "arising out of" language; or
- (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph 2.a. above is replaced by "arising out of".

c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:

- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
- (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
- (3) Both those endorsements with either of those edition dates; or
- (4) Either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph 2.a. above applies.

d. Premises, as respects paragraph 2.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.

e. Additional insured status provided under paragraphs 2.a.(1)(b) or 2.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.

f. The limits of insurance that apply to the additional insured are the least of those specified in the:

- (1) Written contract;
- (2) Written agreement;
- (3) Certificate of insurance; or
- (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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- g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve:

- (a) Maps;
- (b) Drawings;
- (c) Opinions;
- (d) Reports;
- (e) Surveys;
- (f) Change orders;
- (g) Design specifications; and

(2) Supervisory, inspection, or engineering services.

- h. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4, Other Insurance is deleted and replaced with the following:

4. Other Insurance.

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. Other Insurance. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. Other Insurance shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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

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- J. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

A.M. Best Rating Services

Amerisure Insurance Company (2)

A.M. Best #: 004032 NAIC #: 19488 FEIN #: 381869912

Mailing Address

[View Additional Address Information](#)

P.O. Box 2060

Farmington Hills, MI 48333-2060

[United States](#)

Web: www.amerisure.com

Phone: 248-615-9000

Fax: 248-426-7992

Financial Strength Rating



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, [052536 - Amerisure Mutual Holdings Inc](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating:	A (Excellent)
Affiliation Code:	p (Pooled)
Financial Size Category:	XI (\$750 Million to \$1 Billion)
Outlook:	Stable
Action:	Affirmed
Effective Date:	August 03, 2016
Initial Rating Date:	June 30, 1969

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	August 03, 2016
Initial Rating Date:	June 18, 2007

u Denotes [Under Review Best's Rating](#)

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Gordon McLean

Director: Jacqualene Lentz, CPA

Disclosure Information



[View A.M. Best's Rating Disclosure Form](#)

Rating History

A.M. Best has provided ratings & analysis on this company since 1969.

Financial Strength Rating

A.M. Best Rating Services

TravCo Insurance Company (2)

A.M. Best #: 011300 NAIC #: 28188 FEIN #: 351838077

Domiciliary Address

One Tower Square
Hartford, CT 06183
United States

Web: www.travelers.com

Phone: 860-277-0111

Fax: 860-277-7002



Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, [058470 - The Travelers Companies, Inc.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating:	A++ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	July 22, 2016
Initial Rating Date:	July 06, 1993

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term:	aa+
Outlook:	Stable
Action:	Affirmed
Effective Date:	July 22, 2016
Initial Rating Date:	April 18, 2005

u Denotes [Under Review Best's Rating](#)

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Gregory Dickerson

Director: Jennifer Marshall, CPCU, ARM

Disclosure Information



View A.M. Best's [Rating Disclosure Form](#)



[A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries](#)
July 22, 2016

Rating History

A.M. Best has provided ratings & analysis on this company since 1993.