

**AGREEMENT FOR
RFP160427/ANB PROFESSIONAL PLANNING SERVICES FOR LEETRAN**

THIS AGREEMENT ("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 Tindale-Oliver & Associates, Inc., dba Tindale Oliver, a Florida corporation, whose address is 1000 N. Ashley Drive, Suite 400, Tampa Florida 33602, and whose federal tax identification number is 59-2929811, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase a full range of transit planning services associated with the operation of an urban transit system from the Vendor in connection with "RFP160427/ANB Professional Planning Services for LeeTran" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP160427/ANB on January 13, 2017; and,

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

WHEREAS, the County posted a Notice of Intended Decision on March 14, 2017; and,

WHEREAS, the Vendor 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 Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP160427/ANB, 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 Vendor on an as-needed basis, and shall continue for one year with the option to renew for three additional one year periods.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor 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 Vendor's submittal in response to Solicitation No. RFP160427/ANB, 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, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor 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 Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor'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 Vendor shall 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 shall 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 shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor 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 shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall 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 Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any neglect act, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

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

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, 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 Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor 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. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, 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 Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), 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 Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, 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'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 Vendor 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor 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 shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall 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 Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. Any change or substitution to the Vendor's key personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall 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" shall be 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.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall 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. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, 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 Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors 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 Vendor's obligations under this Agreement.

XIII. 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 Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall 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 Vendor. Upon receipt of such an order, the Vendor shall 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 Vendor shall 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 XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI. 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 Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) 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 Vendor shall 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 Vendor shall refund to the County any money which has been paid for same.

XVI. 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 Vendor shall not assign any interest in this Agreement and shall 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 Vendor 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 shall 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 shall not be construed to be and shall not be 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 shall 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 Vendor is comprised of more than one legal entity, each entity shall 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:	County's Representatives:
Name: <u>Joel R. Rey</u>	Names: <u>Roger Desjarlais</u> <u>Mary Tucker</u>
Title: <u>Vice President</u>	Titles: <u>County Manager</u> <u>Director of Procurement Management</u>
Address: <u>1000 W. Ashley Dr</u>	Address: <u>P.O. Box 398</u>
<u>STE 400 Tampa, FL 33602</u>	<u>Fort Myers, FL 33902</u>
Telephone: <u>813-224-8862</u>	Telephone: <u>239-533-2221</u> <u>239-533-8881</u>
Facsimile: _____	Facsimile: <u>239-485-2262</u> <u>239-485-8383</u>
E-mail: <u>JRey@tindaoliver.com</u>	E-Mail: <u>rdesjarlais@leegov.com</u> <u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor'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. Agreement
 2. County's Purchase Order
 3. Solicitation No. RFP160427/ANB
 4. Vendor's Submittal in Response to Solicitation No. RFP160427/ANB

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

WITNESS:

**Tindale-Oliver & Associates, Inc., dba
Tindale Oliver**

Signed By: *Angel Acey-Hayden*

Print Name: Angel Acey-Hayden

Signed By: *Isabel R. Reef*

Print Name: Isabel R. Reef

Title: Principal/Vice President

Date: 4/4/17

LEE COUNTY

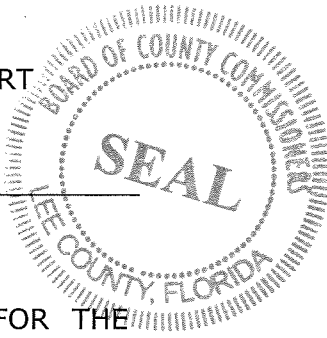
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *John Manning*
CHAIR

DATE: 6/5/17

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: *Theresa King*
DEPUTY CLERK



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

BY: *Whitney L. Esp*
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF SERVICES

Examples of tasks and projects as defined by FTA Circular 9030.1E Planning Projects include, but are not limited: studies relating to management, operations, capital requirements, and economic feasibility.

The scope of services, schedule, and compensation for each assignment will be quoted and negotiated individually as the need arises. The hourly rates per discipline to be used to develop the cost for each Supplemental Task Authorization will be identified in the proposal submitted and included in the annual contract.

PROJECT DESCRIPTION

1.1 The Lee County Board of County Commissioners invites Consultants to provide a full range of Transit Planning Services associated with the operation of an urban transit system.

1.2 These include proven expertise in the following areas:

- Route and Service Planning
- Park and Ride Development, Analysis and Planning
- Comprehensive Operational Analysis
- Ridership Analysis and forecasting of existing services, service modifications, and potential new service
- Comprehensive Plans and Future Land Use – Enhancement of coordination with transit services including transit oriented development and traditional neighborhood design
- Transportation Analysis
- Bus Route Timing and Schedule Adherence
- Transit Corridor Studies
- General Transit Planning
- ADA Compliance Report
- Title VI Plan
- EEO Plan
- DBE Plan and DBE Goals
- Bus Rapid Transit Study
- Transit Benefit Study
- Fare Policy Analysis
- Financial Planning and Analysis including service costing and passenger revenue forecasting
- Performance monitor and evaluation
- Paratransit Planning and Service Analysis
- Geographic information system analysis
- Transportation modeling
- Analysis of computer information system planning applications
- Passenger Survey development and analysis including on-board surveys, origin and destination analysis, and user satisfaction
- Federal and State Competitive Grant Applications
- Federal Transit funding and compliance requirements

EXHIBIT A SCOPE OF SERVICES

- Public Participation Program Development
- Procurement Manual
- Security System Plan
- Safety System Plan
- Transit Asset Management Plan
- NEPA Environmental Assessments
- Intelligent Transportation System – Fare Payment Technical Consulting – including procurement process assistance

1.3 Lee County requires the Vendor's personnel to have the following qualifications:

- Computerized GIS Mapping
- Transit Route and Service Planning
- Route and System ridership analysis and modeling
- Service Analysis and costing
- Financial analysis and planning
- Performance monitoring
- Report writing and presentation
- Trend Analysis
- Knowledge of FTA Regulations
- FTA Funding Eligibility
- Facilitated workshop and presentation

1.4 This contract does not entitle any firm to exclusive rights to County contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.

PRICING AND INVOICING

This is a "Master Contract", which is not for any specific project or task. Supplemental Task Authorizations will be negotiated, authorized, scheduled, and funded individually by LeeTran and will be based on the hourly rates listed in the proposal and subsequent "Master Contract." No travel expenses or miscellaneous expenses will be reimbursed under this Contract. Initial hourly rates by discipline will remain in effect throughout the duration of the contract period. All monthly invoices must be submitted using the County's standard invoice form. In addition the invoice must be listed by task showing the work completed for the month, and a cumulative total by task with a % of task completed. All invoices must include a progress report and shall be submitted to the Project Manager for approval.

SUPPLEMENTAL TASK AUTHORIZATION PROCEDURES

When a project is ready to bid under this Master Contract the County will select a minimum of two vendors from the awarded library and request a quote. Quoted price may not exceed the hourly rates in their contract. The County will then choose the Proposal that it finds to be most advantageous to the County, based upon the project specific quote received from the selected vendor(s).

EXHIBIT A
SCOPE OF SERVICES

The County reserves the right to select a Proposal for award without any discussions or negotiations. The vendor whose quote is found to be most advantageous to the County may be selected, based upon consideration of the criteria of described herein (best value).

**EXHIBIT B
FEE SCHEDULE**

<i>Professional Planning Services</i>				
<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>
<i>Primary Job Description</i>				
<i>BASE BID</i>				
1	GIS Analyst	1	Hour	\$74.74
2	IT Specialist	1	Hour	\$217.40
3	Principal Planner	1	Hour	\$158.22
4	Planner	1	Hour	\$121.12
5	Planning Technician	1	Hour	\$74.74
6	Admin Support Specialist	1	Hour	\$71.04
<i>ALTERNATE ITEMS</i>				
<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>
7	Principle	1	Hour	\$276.88
8	Project Manager	1	Hour	\$247.66
9	Deputy Project Manager	1	Hour	\$189.24
10	Specialist/Programmer	1	Hour	\$179.99

EXHIBIT C
INSURANCE REQUIREMENTS

Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendors' interest or liabilities. The following are the required minimums the 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, 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)
\$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, 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

*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."

EXHIBIT C INSURANCE REQUIREMENTS

Verification of Coverage:

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

- 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. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

Blue Sheet No. 20170228	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/16/2017	Item No. C13
-----------------------------------	--	---------------------

TITLE:

Award contracts for Professional Planning Services for LeeTran

ACTION REQUESTED:

A) Award contracts for Request for Proposals No. RFP160427/ANB, Professional Planning Services for LeeTran, to Tindal-Oliver & Associates, Inc., dba Tindal Oliver and The Corradino Group Inc., to provide professional planning services for LeeTran on an as-needed basis for one year, as approved in the department's annual adopted budget.

B) Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.

C) Authorize the Director of Procurement Management to negotiate and execute renewals of the contracts, with County Administration approval, for up to three additional one year periods, as approved in the department's annual budget and if doing so is in the best interest of Lee County.

FUNDING:

Budgeted in the current year for \$165,000.

Anticipated planning contract amounts will be budgeted in the future years.

Transit Capital: K15440148640.503190 Other Professional Services.

WHAT ACTION ACCOMPLISHES:

Awards contracts for Request for Proposals No. RFP160427/ANB, Professional Planning Services for LeeTran, to Tindal-Oliver & Associates, Inc., dba Tindal Oliver and The Corradino Group Inc., to provide professional planning services for LeeTran on an as-needed basis. Approval provides Lee Tran with two firms capable of providing professional services for miscellaneous transit projects. Staff will negotiate services with these firms on an as-needed, project-by-project basis. Services to be provided include a full range of transit planning services associated with the operation of an urban transit system. Some of the anticipated planning projects will be eligible for reimbursement from the Federal Transit Administration (FTA) and Florida Department of Transportation (FDOT). The term of the contracts are one year with the option to renew for three additional one year periods. In FY 15/16, LeeTran's Planning consultant expenditures were \$306,967. These expenditures were reimbursed by FTA.

MANAGEMENT RECOMMENDATION:

Requirement/Purpose: (specify)	Request Initiated
☐ Statute	Commissioner: All
☐ Ordinance	Department: TRANSIT
☒ Admin Code AC-4-4	Division: No Divisions
☐ Other	By: Steve Myers

Background:

Required Review:					
Steve Myers	Ashley D. Feserman	Anne Henkel	Peter Winton	Nicole Turner	David Harner
TRANSIT	County Attorney	Budget Analyst	Budget Services	Purchasing	County Manager

Letters of Interest were solicited on behalf of the Board of County Commissioners for Professional Planning Services for Lee County.

The deadline for receipt of the Letters of Interest was February 17, 2017. A total of two Letters of Interest were submitted within the established date and time. All Letters of Interest were considered at the evaluation committee meeting held on March 10, 2017.

At the committee meeting, each member indicated who they considered the most qualified and why. During the evaluation of firms, Committee members considered the firms overall experience, qualifications of their staff, project approach to various urban transit systems and pricing.

The evaluation committee's recommendation is to award to both Tindal-Oliver & Associates, Inc., dba Tindal Oliver and the Corradino Group Inc.

- 1) Scoring Sheet
- 2) Notice of Intended Decision
- 3) Proposed Contract – Tindal-Oliver & Associates, Inc., dba Tindal Oliver
- 4) Proposed Contract – The Corradino Group Inc.

A.M. Best Rating Services

Travelers Property Casualty Company of America (?)

A.M. Best #: 004461 NAIC #: 25674 FEIN #: 362719165

Domiciliary Address

One Tower Square
Hartford, CT 06183

United States

Web: www.travelers.com

Phone: 860-277-0111

Fax: 860-277-7002

Financial Strength Rating



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:	June 30, 1972

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 1972.

A.M. Best Rating Services

Commerce and Industry Insurance Company (?)

A.M. Best #: 004000 NAIC #: 19410 FEIN #: 131938623

Domiciliary Address

175 Water Street 18th Floor

New York, NY 10038

United States

Web: www.aig.com

Phone: 212-770-7000

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, Q58702 - American International Group, 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:	r (Reinsured)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 23, 2017
Initial Rating Date:	June 30, 1958

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

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 23, 2017
Initial Rating Date:	April 06, 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: Darian Ryan
Senior Director: Michael J. Lagomarsino, CFA, FRM

Disclosure Information



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



[A.M. Best Removes From Under Review With Negative Implications and Affirms Credit Ratings of AIG and Its Subsidiaries](#)
May 23, 2017

Rating History

A.M. Best has provided ratings & analysis on this company since 1958.

A.M. Best Rating Services

Travelers Casualty and Surety Company of America (2)

A.M. Best #: 003609 NAIC #: 31194 FEIN #: 060907370

Domiciliary Address

One Tower Square

Hartford, CT 06183

United States

Web: www.travelers.com

Phone: 860-277-0111

Fax: 860-277-7002

Financial Strength Rating



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)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	July 22, 2016
Initial Rating Date:	June 30, 1975

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](#)

AMB Rating Unit

Note: This data record represents an **AMB Rating Unit** and the following Best's Credit Ratings are based on the consolidated financials assigned to this record.

AMB #	Company Name	Best's FSR	Best's ICR
087376	Travelers Cas & Sur Co of Europe Ltd	A++	aa+

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 Rating Services

XL Specialty Insurance Company (2)

A.M. Best #: 000779 NAIC #: 37885 FEIN #: 850277191

Administrative Office

Seaview House 70 Seaview Avenue
Stamford, CT 06902-6040

United States

Web: www.xlcatlin.com

Phone: 203-964-5200

Fax: 203-964-3444

[View Additional Address Information](#)



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, [046310 - XL Group Ltd](#) 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:	g (Group)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	August 03, 2016
Initial Rating Date:	June 30, 1989

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

Long-Term:	a+
Outlook:	Stable
Action:	Affirmed
Effective Date:	August 03, 2016
Initial Rating Date:	April 11, 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: Susan Molineux
Director: Greg Reisner

Note: Credit Ratings on this company are [European Union Endorsed](#).

Disclosure Information



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



[A.M. Best Revises ICR Outlook to Stable for XL Group Ltd's Subsidiaries; Upgrades ICRs of Catlin Ins. Co. Ltd. and Subsidiaries](#)
August 03, 2016

A.M. Best Rating Services

The Travelers Indemnity Company of Connecticut (?)

A.M. Best #: 002517 NAIC #: 25682 FEIN #: 060336212

Domiciliary Address

One Tower Square

Hartford, CT 06183

[United States](#)

Web: www.travelers.com

Phone: 860-277-0111

Fax: 860-277-7002

Financial Strength Rating



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:	December 31, 1907

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 1907.

Client#: 1048400

TINDAOL1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2017

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 USI Insurance Services, LLC, 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED Tindale-Oliver & Associates, Inc. 1000 N Ashley Dr., Suite 400 Tampa, FL 33602	<table border="1"> <thead> <tr> <th data-bbox="815 449 1409 480">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1409 449 1534 480">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 480 1409 512">INSURER A: Travelers Property Cas. Co.</td> <td data-bbox="1409 480 1534 512">25674</td> </tr> <tr> <td data-bbox="815 512 1409 543">INSURER B: Commerce & Industry Insurance</td> <td data-bbox="1409 512 1534 543">19410</td> </tr> <tr> <td data-bbox="815 543 1409 575">INSURER C: Travelers Casualty and Surety</td> <td data-bbox="1409 543 1534 575">31194</td> </tr> <tr> <td data-bbox="815 575 1409 606">INSURER D: XL Specialty Insurance Company</td> <td data-bbox="1409 575 1534 606">37885</td> </tr> <tr> <td data-bbox="815 606 1409 638">INSURER E: Travelers Indemnity Company</td> <td data-bbox="1409 606 1534 638">25682</td> </tr> <tr> <td data-bbox="815 638 1409 659">INSURER F:</td> <td data-bbox="1409 638 1534 659"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Cas. Co.	25674	INSURER B: Commerce & Industry Insurance	19410	INSURER C: Travelers Casualty and Surety	31194	INSURER D: XL Specialty Insurance Company	37885	INSURER E: Travelers Indemnity Company	25682	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Travelers Property Cas. Co.	25674														
INSURER B: Commerce & Industry Insurance	19410														
INSURER C: Travelers Casualty and Surety	31194														
INSURER D: XL Specialty Insurance Company	37885														
INSURER E: Travelers Indemnity Company	25682														
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X X	6807H273337	02/24/2017	02/24/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X X	BA8130L506	02/24/2017	02/24/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$0	X X	BE096059640	02/24/2017	02/24/2018	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X N/A	UB7082Y317	09/01/2016	09/01/2017	☒ PER STATUTE ☐ 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
D	Professional Liability		DPR9913242	04/20/2017	04/20/2018	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability coverage is written on a claims-made basis.

RE: RFP160427/ANB Professional Planning Services for LEETRAN

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees and public officials, are listed as additional insureds with respects to the General Liability policy including Products and Completed Operations coverage as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Lee County Board of County Commissioners P O Box 398 Fort Myers, FL 33902-0398	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 
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.



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

Detail by Entity Name

Florida Profit Corporation

TINDALE-OLIVER & ASSOCIATES, INC.

Filing Information

Document Number K58299
FEI/EIN Number 59-2929811
Date Filed 01/13/1989
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 12/28/2012
Event Effective Date 01/01/2013

Principal Address

1000 N. ASHLEY DR.
SUITE 400
TAMPA, FL 33602

Changed: 01/08/2013

Mailing Address

1000 N. ASHLEY DR.
SUITE 400
TAMPA, FL 33602

Changed: 01/17/2014

Registered Agent Name & Address

TINDALE, STEVEN A
1000 N. ASHLEY DRIVE
SUITE 400
TAMPA, FL 33602

Name Changed: 01/04/2005

Address Changed: 01/08/2013

Officer/Director Detail

Name & Address

Title DPS

TINDALE, STEVEN A
664 RIVIERA DR
TAMPA, FL 33606

Title D

BALL, WILLIAM L
2701 W HORATIO ST
UNIT# 2
TAMPA, FL 33609

Title D

LATKOVIC, DONALD D
539 MANNS HARBOR DR
APOLLO BEACH, FL 33572

Title V

REY, JOEL R
13808 LAKE VILLAGE PL
TAMPA, FL 33618

Annual Reports

Report Year	Filed Date
2015	01/05/2015
2016	01/06/2016
2017	01/06/2017

Document Images

01/06/2017 -- ANNUAL REPORT	View image in PDF format
01/06/2016 -- ANNUAL REPORT	View image in PDF format
01/05/2015 -- ANNUAL REPORT	View image in PDF format
01/17/2014 -- ANNUAL REPORT	View image in PDF format
01/08/2013 -- ANNUAL REPORT	View image in PDF format
12/28/2012 -- Amendment	View image in PDF format
01/04/2012 -- ANNUAL REPORT	View image in PDF format
01/31/2011 -- ANNUAL REPORT	View image in PDF format
01/14/2010 -- ANNUAL REPORT	View image in PDF format
01/26/2009 -- ANNUAL REPORT	View image in PDF format
01/05/2008 -- ANNUAL REPORT	View image in PDF format
01/11/2007 -- ANNUAL REPORT	View image in PDF format
01/04/2006 -- ANNUAL REPORT	View image in PDF format
01/04/2005 -- ANNUAL REPORT	View image in PDF format
01/06/2004 -- ANNUAL REPORT	View image in PDF format
01/06/2003 -- ANNUAL REPORT	View image in PDF format
02/11/2002 -- ANNUAL REPORT	View image in PDF format
01/25/2001 -- ANNUAL REPORT	View image in PDF format
03/01/2000 -- ANNUAL REPORT	View image in PDF format
02/08/1999 -- ANNUAL REPORT	View image in PDF format

02/02/1998 -- ANNUAL REPORT	View image in PDF format
01/29/1997 -- ANNUAL REPORT	View image in PDF format
01/26/1996 -- ANNUAL REPORT	View image in PDF format
01/19/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations