

**AGREEMENT FOR
SERVICE FOR JOHN DEERE HEAVY EQUIPMENT COUNTY WIDE**

THIS AGREEMENT ("Agreement") is made and entered into by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Dobbs Equipment, LLC, a Delaware limited liability company, whose address 2730 S. Faulkenburg, Riverview, FL, 33578, and whose Federal tax identification number is 82-2505079, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the County intends to purchase services related to John Deere heavy equipment servicing from the Contractor for specific projects as determined by the County (the "Purchase"); and,

WHEREAS, the County issued a solicitation, B170532DKR on September 29, 2017 (the "Solicitation"); 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 June 13, 2018; 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 the Solicitation, 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 the effective date and shall continue through a period of one (1) year with the option of three (3) additional one year renewals, subject to mutual written agreement. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Contractor in accordance with the terms and conditions of this Agreement, and any Purchase Orders issued hereunder, 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 the Solicitation, 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 shall not make any deliveries or perform any work under this Agreement until receipt of a Notice to Proceed 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 Order. If a Purchase Order is issued, the County reserves the right to amend, reduce, or cancel the work authorization 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 non-appropriation 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 shall 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. Progress payments and final payment shall be paid in accordance with the Purchase Order that authorizes the work.

V. MODIFICATIONS

No changes to this Agreement or the performance contemplated hereunder will be made unless the same are in writing and executed by both the Contractor and the County.

VI. LIABILITY OF CONTRACTOR

- A. The Contractor shall 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 shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Contractor 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 Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

VIII. PERFORMANCE AND PAYMENT BOND(S)

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

IX. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor shall 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 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 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 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. Contractor specifically acknowledges its obligations to comply with §119.0701, F.S., as amended from time to time, 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 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 shall 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 shall 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 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 Contractor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.
- C. The Contractor 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" 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 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. Contractor shall 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 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 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 claim or dispute including, but not limited to, actual period 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 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 Contractor. Upon receipt of such an order, the Contractor 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 Contractor 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 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 shall be new (unless specifically identified otherwise in a Purchase Order) 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 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 Contractor shall 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 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 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 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 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 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 Contractor 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>Adam Tschetter</u>	Names:	<u>Roger Desjarlais Mary Tucker</u>
Title:	<u>President</u>	Titles:	<u>County Manager Director of Procurement Management</u>
Address:	<u>2730 S. Faulkenburg Rd Riverview FL 33578</u>	Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>
Telephone:	<u>239-334-3627</u>	Telephone:	<u>239-533-2221 239-533-8881</u>
Facsimile:	<u>N/A</u>	Facsimile:	<u>239-485-2262 239-485-8383</u>
E-mail:	<u>Tom.alborn@dobbsequipment.com</u>	E-Mail:	<u>rdesjarlais@leegov.com 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. Purchase Order(s)
 2. Agreement
 3. Solicitation No. B170532DKR
 4. Contractor's Submittal in Response to Solicitation No. B170532DKR

[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: *Ben Richmond*
Print Name: Ben Richmond

Dobbs Equipment, LLC
Signed By: *Adam Tschetter*
Print Name: Adam Tschetter
Title: President
Date: 8/20/19

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *[Signature]*
CHAIR
DATE: 9-24-19

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: *Shirley King*
DEPUTY CLERK

Commissioner Cecil L. Pendergrass
Lee County Board of County Commissioners
District 2

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

BY: *[Signature]*
OFFICE OF THE COUNTY ATTORNEY



EXHIBIT A

SCOPE OF SERVICES

Ver 11/07/2016

SCOPE OF WORK AND SPECIFICATIONS

1. SCOPE

- 1.1 Lee County wishes to establish an annual contract for the purchase of service (including labor and parts) for its John Deere heavy equipment. Services will be provided on an as-needed basis and scheduled with the awarded vendor(s) by the Lee County Department.
- 1.2 Bids will be considered only from vendors normally engaged in this business who are authorized to service John Deere heavy equipment, have the Manufacturer's complete and current diagnostic software and service manuals, and that stock or can offer the manufacturer's full serviceable parts line.

2. MAJOR BREAKDOWNS/NATURAL DISASTERS

- 2.1 Lee County requires that the awarded vendor provide direct contact information for a representative authorized to coordinate 24 hours per day / 365 days per year access to its heavy equipment services.
- 2.2 If your firm is out of the local calling area, it is required that your firm have a toll free number or that collect calls will be accepted, from Lee County, for the scheduling of repairs.
- 2.3 Should the awarded vendors not be able to provide the required parts for emergency repairs in a reasonable time frame, Lee County reserves the right to purchase the parts elsewhere and provide them to the vendor for use in the repair.

3 CONTACT PERSON

- 3.1 The awarded vendor(s) shall appoint a person or persons to act as a primary contact for Lee County. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

4 GENERAL INFORMATION

- 4.1 All parts and supplies covered by this bid shall be OEM unless otherwise authorized by Lee County prior to repair. Parts and supplies shall be new and unused, of the highest grade and workmanship, and in the original packaging.
- 4.2 Authorized factory remanufactured parts are acceptable with approval from the Lee County Department, requesting services prior to each repair.

5 WARRANTY

- 5.1 All parts shall carry a full factory warranty and all labor shall have a minimum of a 90 day warranty.
- 5.2 The successful vendor shall provide full factory warranty on all equipment furnished, as a result of this bid, against defects in materials and/or workmanship. The warranty shall start on the date of delivery and acceptance by Lee County.

6 DELIVERY & PICKUP

- 6.1 Lee County will coordinate with the vendor the delivery and pickup of all equipment requiring repair under this bid. Dealer supplied transportation will be supplied only upon request of Lee County.

EXHIBIT A SCOPE OF SERVICES

Ver 11/07/2016

7 REPAIR SCHEDULES

- 7.1 Repairs must begin within two business days following the delivery of equipment for repairs and be completed within a timely manner and in accordance with industry standards.
- 7.2 Expected or extended delays, in beginning to perform repairs, shall be communicated to and approved prior to delivery by Lee County.
- 7.3 At the time of delivery, the Vendor must provide an estimated repair time.
- 7.4 Vendor shall communicate any additional repair needs or delays with parts or service to Lee County in a timely manner; additional repairs must be approved by Lee County prior to performing the repairs.

8 ROAD CALLS

- 8.1 The Vendor shall endeavor to respond to road calls in a timely manner.
- 8.2 Vendor shall provide an estimated response time when road service is requested.
- 8.3 Road call services must be provided within 24 hours unless an alternate schedule has been approved by the County.

9 PRICING & INVOICING

9.1 Vendors shall bid the following:

- Hourly labor rate for repair work (this shall be the normal hourly rate)
- Hourly service-call labor rate (this shall be the road-call labor rate)
- Preventative maintenance labor rate (this shall be the rate for PM services in-field and/or at vendor location)
- In-field service-call/road-call charge (Charges are specific to facility location and are charged one time per in-field repair invoice)
- The percent discount off manufacturer's listed retail sale price of all parts.

9.2 Parts shall be manufacturer's dealer list price, less the quoted discount percent. The discount percentage bid, as well as the hourly labor rate bid, shall be firm over the term of the agreement and shall be detailed on each invoice.

9.3 As a requirement of the bid, at no additional cost to Lee County, and at the request of Lee County, the awarded vendors shall provide copies of the manufacturer's price list. Lee County requires that the price guides be supplied on either CD or DVD media. Price lists must be provided to verify the cost of parts and for prepayment audit. Prices will be allowed to change only as the official price list changes and only after the new price lists are provided to Lee County.

9.4 Invoices shall list the full part name and number, the listed net part price, and shall include the number of hours applied to the job multiplied by the bid hourly rate.

End of Scope of Work and Specifications Section

**EXHIBIT B
FEE SCHEDULE**

Dobbs Equipment Fee Schedule		
Item#	Description	Per Hour
	<i>Labor Rates</i>	
1	Normal Hourly Rate	\$105.00
2	Road Call Hourly Rate	\$115.00
3	Preventative Maintenance Rate	\$75.00
	<i>In-Field Service / Road-Call Charges</i>	
		<i>Per Invoice</i>
4	Clewiston Transfer Station	\$400.00
5	LaBelle Transfer Station	\$250.00
6	Lee – Hendry Landfill	\$250.00
7	Facilities within Lee County	\$200.00
	<i>Parts</i>	
		<i>% (Less Discount)</i>
8	The percent discount off of manufacturer's listed retail sale price of all parts	0%

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

\$1,000,000 combined single limit (CSL)
\$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 Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

EXHIBIT D
PERFORMANCE AND PAYMENT BONDS

For each County Project Authorization authorizing work for a cost of \$100,000.00 or more, the Contractor shall procure performance and payment bonds in accordance with this Agreement and the Solicitation.

- 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, public performance and payment bonds are to be issued in a sum equal to one-hundred (100%) percent of the total County Project 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 shall be licensed to transact a fidelity and surety business in the State of Florida.
- C. Public performance and payment bonds shall 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 County Project Authorization. The Contractor is responsible for all fees and charges associated with the bonds, 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 bonds.