

Lee County Board Of County Commissioners

Blue Sheet No. 20060702

Agenda Item Summary

1. ACTION REQUESTED/PURPOSE: Approve a Service Provider Agreement to TransCore under BW-06-03 Transcore Blanket bid waiver, in the amount of \$150,593.33 for year one to cover dedicated maintenance plan for ARCS hardware/software support for the Lee County Toll System . Also approve on-going support for years 2007 – 2010 with a total 5 year expenditure in the amount of \$1,393,426.72 (subject to funds being available through each fiscal year). Authorize Chairwoman to execute Agreement on behalf of the Board.

2. WHAT ACTION ACCOMPLISHES: Allows DOT to proceed with on-going dedicated maintenance plan for ARCS hardware/software support for the Lee County Toll System for the term of the bid waiver.

3. MANAGEMENT RECOMMENDATION: Approval recommended.

4. Departmental Category: 09 C9A		5. Meeting Date: 6-27-2006
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	
	<input type="checkbox"/> Ordinance	
	<input checked="" type="checkbox"/> Admin. Code AC-4-4	
	<input type="checkbox"/> Other	
		8. Request Initiated: Commissioner _____ Department <u>Transportation</u> Division <u>Tolls</u> By: <u>Scott Gilbertson, Director</u>

9. Background:
 On March 21, 2006, the Board approved BW-06-03, for a blanket waiver for a five (5) year period to TransCore, LP, the sole source provider for computer software and software upgrades, hardware and toll equipment, services, etc. associated with the toll collection system for the Lee County Department of Transportation, Tolls Division.

TransCore will provide support for anticipated system support and software bug fixes, enhancements, and/or upgrades. Support will include design, development, testing, integration and implementation for anticipated system and software enhancements and/or upgrades, in the amount of \$150,593.33 for year one (May 2006 – December 31, 2006). Maintenance support will be for a period of three (3) years, with one automatic two year renewal unless otherwise notified in writing by either party (for a total contract period of 5 years), subject to funds being available through each fiscal year.

YEAR	On-going Support	Amount
2	Year 2007	\$334,310.34
3	Year 2008	\$343,510.58
4	Year 2009	\$352,951.90
5	Year 2010	\$362,653.90

Funding for **Year One** is available in the following accounts: PE5414742104.503190 - \$55,719.54
 PE414742103.503190 - \$79,814.45
 PE5414742101.503190 - \$15,059.34

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
					Analyst	Risk	Grants	
<i>[Signature]</i>	<i>[Signature]</i>	N/A		<i>[Signature]</i> 6/14/06	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i> 6/14/06

11. Commission Action:

- Approved**
- Deferred**
- Denied**
- Other**

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
 6/8/06 4:50 PM

COUNTY ADMIN
 FORWARDED TO: *[Signature]*
 6/8/06
[Signature]

Rec. by CoAtty

Date: 6/8/06

Time: 11:55 AM

Forwarded To:
 4:45 pm
 6/8/06

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this _____ day of _____, 2006, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and TRANSCORE, LP hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the DEDICATED MAINTENANCE PLAN FOR THE ARCS HARDWARE AND SOFTWARE SUPPORT FOR THE LEE COUNTY TOLL SYSTEM services of said PROVIDER as further described herein referred to as ARCS MAINTENANCE SUPPORT, and,

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated March 13, 2006, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES
(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and

materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

- (2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS. The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgement shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

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

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated March 24, 2006, which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

4.3 METHOD OF PAYMENT.

(1) MONTHLY STATEMENTS.

The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

(2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges.

Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt

of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

ARTICLE 6.0 - SECURING AGREEMENT

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

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work

pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated March 24, 2006, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

- (1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- (2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater

- (3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverages described herein and as are required by law to be provided on behalf of their employees and others.
- (4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

- (1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverages of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverages.
- (2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.
- (3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.
- (4) Each Certificate of Insurance shall include the following:
 - (A) The name and type of policy and coverages provided;
 - (B) The amount or limit applicable to each coverage provided;
 - (C) The date of expiration of coverage.
 - (D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and
 - (E) Cancellation - Should any of the described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named.
- (5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the PROVIDER shall furnish to the COUNTY renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the PROVIDER to provide the COUNTY with such renewal certificate(s) shall be justification for the COUNTY to terminate this

Agreement.

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The PROVIDER shall obtain and maintain the following insurance coverages:

- (1) WORKERS' COMPENSATION
Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. In addition, the policy shall include the following:
 - (A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$100,000 for each accident, whichever limit is greater.
 - (B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the COUNTY with thirty (30) days prior written notice of cancellation and/or restriction.

- (2) COMMERCIAL GENERAL LIABILITY
Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and shall include the following:
 - (A) Minimum limits of \$100,000 per occurrence and \$300,000 aggregate for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.
 - (B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

- (3) BUSINESS AUTOMOBILE LIABILITY
Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:
 - (A) Minimum limits of \$100,000 per person and \$300,000 per accident for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.
 - (B) Coverage shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

- (4) PROFESSIONAL LIABILITY
Coverage shall include the following:
 - (A) A minimum aggregate limit of \$
 - (B) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self-insurance program, provide an applicable deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of (4) coverage to be provided within the minimum coverage limits set forth above, the

COUNTY shall hold the PROVIDER responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, or amount of sovereign immunity, the PROVIDER shall be required to provide written documentation that is acceptable to the COUNTY establishing that the PROVIDER has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand,

limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners
PO Box 398
Ft Myers FL 33902-0398
Attention:

17.2 NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

TransCore
5858 S. Semoran Blvd.
Orlando, FL 32822

Phone/Fax: 407-382-1301(o)/407-382-8914(f)

Attention: Cheryl Rogers

17.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S).

In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:	COUNTY: LEE COUNTY, FLORIDA
CLERK OF CIRCUIT COURT Charlie Green, Clerk	BOARD OF COUNTY COMMISSIONERS
BY: _____	BY: _____ Chairwoman

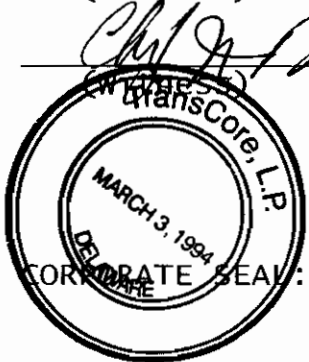
DATE:

APPROVED AS TO FORM

BY: _____
County Attorney's Office

ATTEST:	TransCore, LP
	By: TLP Holdings, LLC, its General Partner
	_____ (CONSULTANT)

<i>[Signature]</i> _____ (witness)	BY: <i>[Signature]</i> _____ (Authorized Signature)
--	---



[Signature]

(Title)
Vice President

DATE: 4-5-2008

EXHIBIT A

Date: March 24, 2006

SCOPE OF SERVICES

for PROVIDE A LIMITED, DEDICATED MAINTENANCE PLAN FOR ARCS
HARDWARE/SOFTWARE SUPPORT FOR THE LEE COUNTY TOLL SYSTEM.

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

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

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

TransCore will provide maintenance support on a three (3) year contract, with automatic two (2) - three (3) year renewals unless otherwise notified in writing by either party. TransCore will provide support for anticipated system support and software bug fixes, enhancements, and/or upgrades. Support will include design, development, testing, integration and implementation for anticipated system and software enhancements and/or upgrades.

TransCore's quotation dated March 13, 2006 (Quote) is incorporated herein as Attachment 1 to this Exhibit A.

**ATTACHMENT 1 TO
EXHIBIT A**

March 13, 2006
Mr. Rob Radford
Lee County Department of Transportation
10100 College Parkway
Cape Coral, Florida 33909

Subject: Maintenance Quote

Dear Rob:

TransCore is pleased to provide this quote for \$150,593.33 (see following Pricing Matrix for details) to provide a limited, dedicated maintenance plan for ARCS hardware / software support for the Lee County Toll System. This plan is based upon the concept of an FTE (Full Time Equivalent). Basically, an FTE relates to a specific person who is available to do software/hardware tasks specifically for Lee County. A description of the maintenance support and staffing plan relating to the FTEs is provided below. All comments are welcome.

2.0 Background

Lee County's Toll System currently generates in excess of \$33 million of revenue per year. In addition, it continues to grow annually at a double digit rate. It is vital that the computer hardware and software system generating this revenue maintain maximum uptime.

While, the system was designed to be down for an extended period of time without revenue loss, it is not recommended. For example, should the primary Service Center system go down, the lane controllers will continue to run for an indefinite period of time. However, they will not receive any real time updates during this outage, and will affect current account status for new and existing customers. Furthermore, as the outage is extended, the transponder files become even more out of date, and will lead to loss of revenue.

For safety purposes, additional preventive and catastrophic maintenance capability is required for the Toll System. Preventive maintenance is needed to avoid or minimize future outages. Catastrophic maintenance is required at the time of the catastrophe in order to minimize downtime and to ensure proper recovery. This capability requires expert resources to handle the situation whenever it might arise. Finally, ongoing software maintenance is suggested to update the lane controller and Service Center computers for bug fixes and software enhancements.

3.0 Staffing Plan**3.1 Project Manager (Orlando)**

The Project Manager will provide overall project management including but not limited to scheduling, management of staff, development, maintenance, and oversight of project schedules, quality assurance and control of deliverables, attendance at meetings as required, coordination with hardware maintenance staff, and Lee County representatives. The Project Manager will provide monthly reports detailing individual hours worked, the status of project tasks, as well as a monthly summary of hours spent on each project task.

3.2 Lane Controller Specialist (San Diego)

The Lane Controller Specialist will provide ongoing support for all software development, enhancements, modifications, bug fixes, and testing relating to the Lee County's lane controller system. This person shall be available during normal working hours (PDT) to support current Lee County problems and or software enhancements as directed.

3.3 ARCS Software Engineer (Plaza, Host, S/C)

This position will provide support for anticipated System and software bug fixes, enhancements, and or upgrades above the lane level. This will include software systems on the Plaza, Host, and Service Center computers, daily system monitoring. Support will include design, development, testing, integration and implementation for anticipated system and software enhancements and/or upgrades. They will also provide system configuration management.

3.4 Database Analyst

This position will perform database administration duties including monitoring and updating host database objects, performing database migrations and upgrades, daily system monitoring, and support of the host/plaza system operations, monitoring and tuning database performance, coordinating database activities with the County's staff; and performing database development activities such as creating and updating stored procedures, triggers, etc.

The specific tasks associated with support include but not limited to:

- Disaster Recovery setup, testing, and monitor
- Database monitoring and maintenance support
- Daily Support – daily system monitoring of FT downloads, security downloads, injector process, analysis for system and application questions for the County and its consultants
- Enhancements as directed by Lee County
- Enhancements and/or bug fixes that are the result of ARCS enhancements for multi-agency and lane controller drivers
- Periodic security audits (as directed) of the database, system operations of the Service Center's AlphaServer computer system covering the following areas:
 - Security Procedures
 - System User Account Controls
 - User Password Controls
 - Assigned Users Rights Controls
 - Access to System Resources
 - Audit Trail Adequacy
 - Separation of Duty
 - System Resources Management
 - Data Protection

- Physical Security

3.5 System Hardware Specialist

Hardware Specialist will provide both preventative and corrective support for the specified hardware (S/C, backup S/C, test S/C) on an as required basis. This person will provide a combination of first second line of support, and will recognize various system problems and take appropriate action or call on additional support personnel if needed. Duties include:

- Daily monitoring of backups and hardware failures
- Daily verification that all systems have ample disk space
- Daily monitoring to insure applications executables are running
- Work with local Lee County representative to fix hardware problems; [to the extent possible, support work will be performed remotely from Orlando with the on-site Lee County representative. If necessary, this person will travel on-site to resolve problem].
- 2 hour telephone response time (8AM to 5PM – Monday thru Friday); 4 hour after normal hours
- M-F 8 hour response– on site

Notes:

1. Above personnel will be available during normal working hours 8:00 AM to 5:00 PM, (Monday through Friday in the time zone they are located). Primary contact will be email and or office phone. Support outside normal working hours must be authorized by the Project Manager
2. Work tasks and associated priorities will be directed by the County, and managed by the Project Manager.
3. Hours in excess of the FTE percentage must be authorized by both Lee County and TransCore, and will be billed as T&M, based on the position description unit cost.
4. Billing/invoicing will be completed the 15th each month for the prior month's support.

If you have any questions regarding this quote, please call me directly.

Sincerely,

Cheryl N. Rogers, PMP #36154
 Deputy Dir of Software Development
 & System Support, Florida Region
 5858 S. Semoran Blvd.
 Orlando, FL 32822
 321.281.4056 office
 407.466.4184 cell
 407.382.8914 fax

COMPENSATION AND METHOD OF PAYMENT

**For BW-06-03 PROVIDE A LIMITED, DEDICATED MAINTENANCE PLAN FOR ARCS
HARDWARE/SOFTWARE SUPPORT FOR THE LEE COUNTY TOLL SYSTEM**

Section 1. BASIC SERVICES/TASK(S)

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

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Provide On-going Support, 8 months (May 1 thru December 31, 2006)	\$150,593.33		
2	Provide On-Going Support, 2007	\$334,310.34		
3	Provide On-Going Support, 2008	\$343,510.58		
4	Provide On-Going Support, 2009	\$352,951.90		
5	Provide On-Going Support, 2010	\$362,653.90		
TOTAL		\$1,393,426.72		

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated March 1, 2006, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated March 24, 2006, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

Date: March 24, 2006

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for PROVIDE A LIMITED, DEDICATED MAINTENANCE PLAN FOR ARCS
HARDWARE/SOFTWARE SUPPORT FOR THE LEE COUNTY TOLL SYSTEM.

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Project Manager	\$50.00	SEE	\$120.00
Lane Controller Specialist	\$41.50	BELOW	\$100.00
Software Engineer	\$41.50		\$100.00
Database Analyst	\$41.50		\$100.00
On-Call Specialist	\$62.50		\$150.00
Hardware Specialist	\$27.00		\$ 65.00
Notes: G&A = 2.1 Profits = 15%			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

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

Wednesday, March 01, 2006

**TIME AND MATERIAL RATES FOR LEE COUNTY MAINTENANCE CONTRACT
ATTACHMENT 1 to EXHIBIT B**

- * Schedule reflects 2.75% escalation per year.
- * Schedule reflects contract minimum, to be billed monthly.
- * Any additional hours are to be pre-approved by Lee County and billed per rate schedule.
- * Any emergency work completed in excess of 40 hours per week will be pre approved by Lee County and paid at a time and half (1 1/2) rate

A: Time and Material Rates

	Rate	FTE - 2006	Hrs/Year	Hrs/Mo	8 Mos (May - Dec 2006)
<u>Position</u>					
Project Manager	\$120.00	0.15	294.0	24.5	\$23,520.00
Lane Controller Support	\$100.00	0.50	980.0	81.7	\$65,333.33
Software Engineer (plaza/host)	\$100.00	0.15	294.0	24.5	\$19,600.00
Database Analyst	\$100.00	0.15	294.0	24.5	\$19,600.00
On-Call Specialist	\$150.00	0.05	98.0	8.2	\$9,800.00
Hardware Specialist	\$65.00	0.15	294.0	24.5	\$12,740.00
		1.15			\$150,593.33

Hours for a Year: 2080.0
 Minus Vacation (3 weeks) 120.0
 Hours Balance for 1 Year: 1960.0

	Rate	FTE - 2007	Hrs/Year	Hrs/Mo	12 Mos
<u>Position</u>					
Project Manager	\$123.30	0.15	294.0	24.5	\$36,250.20
Lane Controller Support	\$102.75	0.50	980.0	81.7	\$100,695.00
Software Engineer (plaza/host)	\$102.75	0.30	588.0	49.0	\$60,417.00
Database Analyst	\$102.75	0.25	490.0	40.8	\$50,347.50
On-Call Specialist	\$154.13	0.20	392.0	32.7	\$60,418.96
Hardware Specialist	\$66.79	0.20	392.0	32.7	\$26,181.68
		1.60			\$334,310.34

* Schedule reflects 2.75% escalation per year.

Hours for a Year: 2080.0
 Minus Vacation (3 weeks) 120.0
 Hours Balance for 1 Year: 1960.0

	Rate	FTE - 2008	Hrs/Year	Hrs/Mo	12 Mos
<u>Position</u>					
Project Manager	\$126.69	0.15	294.0	24.5	\$37,246.86
Lane Controller Support	\$105.58	0.50	980.0	81.7	\$103,468.40
Software Engineer (plaza/host)	\$105.58	0.30	588.0	49.0	\$62,081.04
Database Analyst	\$105.58	0.25	490.0	40.8	\$51,734.20
On-Call Specialist	\$158.37	0.20	392.0	32.7	\$62,081.04
Hardware Specialist	\$68.62	0.20	392.0	32.7	\$26,899.04

1.60

\$343,510.58

* Schedule reflects 2.75% escalation per year.

Hours for a Year: 2080.0
 Minus Vacation (3 weeks) 120.0
 Hours Balance for 1 Year: 1960.0

	Rate	FTE - 2009	Hrs/Year	Hrs/Mo	12 Mos
<u>Position</u>					
Project Manager	\$130.17	0.15	294.0	24.5	\$38,269.98
Lane Controller Support	\$108.48	0.50	980.0	81.7	\$106,310.40
Software Engineer (plaza/host)	\$108.48	0.30	588.0	49.0	\$63,786.24
Database Analyst	\$108.48	0.25	490.0	40.8	\$53,155.20
On-Call Specialist	\$162.73	0.20	392.0	32.7	\$63,790.16
Hardware Specialist	\$70.51	0.20	392.0	32.7	\$27,639.92

1.60

\$352,951.90

Hours for a Year: 2080.0
 Minus Vacation (3 weeks) 120.0
 Hours Balance for 1 Year: 1960.0

* Schedule reflects 2.75% escalation per year.

Wednesday, March 01, 2006

**TIME AND MATERIAL RATES FOR LEE COUNTY MAINTENANCE CONTRACT
ATTACHMENT 1 to EXHIBIT B**

- * Schedule reflects 2.75% escalation per year.
- * Schedule reflects contract minimum, to be billed monthly.
- * Any additional hours are to be pre-approved by Lee County and billed per rate schedule.
- * Any emergency work completed in excess of 40 hours per week will be pre approved by Lee County and paid at a time and half (1 1/2) rate

A: Time and Material Rates

<u>Position</u>	Rate	FTE - 2010	Hrs/Year	Hrs/Mo	12 Mos
Project Manager	\$133.75	0.15	294.0	24.5	\$39,322.50
Lane Controller Support	\$111.46	0.50	980.0	81.7	\$109,230.80
Software Engineer (plaza/host)	\$111.46	0.30	588.0	49.0	\$65,538.48
Database Analyst	\$111.46	0.25	490.0	40.8	\$54,615.40
On-Call Specialist	\$167.21	0.20	392.0	32.7	\$65,546.32
Hardware Specialist	\$72.45	0.20	392.0	32.7	\$28,400.40
		1.60			\$362,653.90
Hours for a Year:	2080.0				
Minus Vacation (3 weeks)	120.0				
Hours Balance for 1 Year:	1960.0				

* Schedule reflects 2.75% escalation per year.

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

for PROVIDE A LIMITED, DEDICATED MAINTENANCE PLAN FOR ARCS
HARDWARE/SOFTWARE SUPPORT FOR THE LEE COUNTY TOLL SYSTEM.

(Enter Project Name From Page 1 of This Agreement)

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

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

Service and/or work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority, or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	<u>NONE</u>					

EXHIBIT E

Date: March 24, 2006

PROJECT GUIDELINES AND CRITERIA

for PROVIDE A LIMITED, DEDICATED MAINTENANCE PLAN FOR ARCS
HARDWARE/SOFTWARE SUPPORT FOR THE LEE COUNTY TOLL SYSTEM.

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

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

Item No. 1

NONE

Date: March 24, 2006

AMENDMENT TO ARTICLES

for PROVIDE A LIMITED, DEDICATED MAINTENANCE PLAN FOR ARCS
HARDWARE/SOFTWARE SUPPORT FOR THE LEE COUNTY TOLL SYSTEM.

(Enter Project Name from Page 1 of the Agreement)

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

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

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

AMENDMENT NO.

AMENDMENT NO. 1

ARTICLE No. 21 is hereby added as follows:

ARTICLE No. 21 - Exclusion of Consequential Damages

In no event shall either the PROVIDER or the COUNTY be liable to the other for any special, indirect, incidental, or consequential, or economic damages (including, but not limited to lost profits and lost business opportunity), regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages.

NONE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
4/04/06

PRODUCER
Acordia
1100 Johnson Ferry Rd, Ste 250
Atlanta, GA 30342
404-631-5400

INSURED
TransCore, LP
Roper Industries, Inc.
8158 Adams Drive
Hummelstown PA 17036

LEE COUNTY RECEIVED
06 APR -7 AM 9:54
FOURTH FLOOR

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: American Home Assurance Co.
INSURER B: American Home Assurance Co.
INSURER C: American Int'l South Ins Co.
INSURER D: Allianz Global Risks US Ins.Co
INSURER E: American Int'l Specialty Lines
Insur F: Travelers P&C Ins Co

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL7217231 incl Vendors Prof Liab Policy 6265419 Claims-Made, Occ & Agg	4/01/06	4/01/07	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10000
	<input type="checkbox"/> Profession'l				PERSONAL & ADV INJURY \$ 1000000
	<input type="checkbox"/> Lib.				GENERAL AGGREGATE \$ 5000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2000000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				15000000
B	AUTOMOBILE LIABILITY	CA1171973,74 & CA1173616 Hired Car Phy Dmg Limit \$100,000 \$2,500 ded hired \$2,500 ded hired	4/01/06	4/01/07	COMBINED SINGLE LIMIT (Ea accident) \$ 2000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input checked="" type="checkbox"/> Ded. Comp.				
	<input checked="" type="checkbox"/> Ded. Coll.				
F	GARAGE LIABILITY	#QT6600832C767 \$200,000 Leased/ Rented Equip.	4/01/06	4/01/07	AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
	<input checked="" type="checkbox"/> Equip/Floatr				AUTO ONLY: AGG \$
C	EXCESS LIABILITY	4485318	4/01/06	4/01/07	EACH OCCURRENCE \$ 10000000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 10000000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	wc3001753,54,55 & WC3001894 incl. USL&H, OCS Maritime & AtlEmp	4/01/06	4/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1000000				
	E.L. DISEASE - EA EMPLOYEE \$ 1000000				
	E.L. DISEASE - POLICY LIMIT \$ 1000000				
D	OTHER	CLP3007063 \$1,000,000 at unnamed locs	4/01/06	4/01/07	\$200,000,000 Loss Limit Per Occurrence-Values per schedule
	Property Cov-Spcl Causes of Loss				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Attn: Public Works, Contract Management. Re: Purchase/Installation of two Alpha Server ES40 computers". Certificate holder is an Additional Insured under General Liability where required by written contract.

Crime Cov/Employee Dishonesty: Zurich American Policy FID2874652 Eff. 4/1/06-07, \$4,000,000 limit

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Lee County Board of County Commissioners, Contract Mgmt P. O. Box 398 Fort Myers, FL 33902		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE