

B240350LND
Minor Paving, Drainage, and Concrete Annual
Russ Berner Construction, Inc. - Amendment No. 1

FIRST AMENDMENT OF THE ANNUAL MASTER CONSTRUCTION
AGREEMENT FOR MINOR PAVING, DRAINAGE, AND CONCRETE

THIS FIRST AMENDMENT OF ANNUAL MASTER CONSTRUCTION AGREEMENT FOR MINOR PAVING, DRAINAGE, AND CONCRETE, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Russ Berner Construction, Inc., ("Contractor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the purchase of site/civil construction repairs and improvement services, through Solicitation Number B240350LND with Contractor on the 26th day of February, 2025, ("Agreement"); and,

WHEREAS, the EXHIBIT A. SCOPE OF SERVICES establishes that any project/task with a total cost of \$50,000.00 or less may be awarded to any firm holding a valid contract under this bid able to meet the required project schedule and any project/task with a total cost of \$50,000.01, but less than \$1,000,000.00 shall be quoted by a minimum of three (3) of the approved firms holding a valid contract under Solicitation Number B240350LND; and,

WHEREAS, after the execution of the Agreement the Parties determined it would be in their best interest to manage minor paving, drainage, and concrete projects estimated to cost \$300,000.00 or less through the informal quote process; and,

WHEREAS, pursuant to Section 13. MODIFICATION of the Agreement, the Parties desire to modify the Agreement to allow minor paving, drainage, and concrete projects, estimated to cost \$300,000.00 or less, to be managed through the informal quote process.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

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1. Upon full execution of this amendment by all Parties, the EXHIBIT A. SCOPE OF SERVICES shall be superseded by:

EXHIBIT A
SCOPE OF SERVICES

Contractor shall provide site/civil construction repairs and improvements on an "as needed basis" throughout Lee County. Work may include, but not be limited to: asphalt paving, milling, resurfacing, striping, concrete work, drainage, culverts, curbing, sidewalks, ramps, sodding, ADA improvements, signalization improvements, and signage services in accordance with the Solicitation and County Project Authorizations issued under this Agreement, if any.

A. County Project Authorization

The term County Project Authorization refers to a written document executed by both parties under this Agreement setting forth and authorizing a limited number of services, tasks, or work for a specific project identified by the County. Such services, tasks, or work is consistent with and has previously been described by the Solicitation and this Agreement.

B. Award of County Project Authorizations

As provided by the Solicitation, individual projects may be awarded and authorized via County Project Authorization, to any of the firms approved by the Board of County Commissioners under that solicitation. Award shall be made as follows:

- Any project/task with a total cost of \$300,000.00 or less will be managed following the Procurement Ordinance threshold procedures for projects with an estimated cost not exceeding \$300,000.00. A County Project Authorization will not be issued for projects within this threshold under this contract.
- Any project/task with a total cost of \$300,000.01, but less than \$1,000,000.00 shall be quoted by a minimum of three (3) of the approved firms holding a valid contract under Solicitation No. B240350LND. If there are fewer than three (3) approved firms holding a valid contract under this Solicitation, then all of the firms shall quote the project/task. When quotes are requested, the Contractor's submittal shall be based on the unit prices provided by Exhibit B, or lower prices. The quote shall not list any prices that are higher. Award of the project shall be made to the firm holding a valid contract under the Solicitation, with the lowest quoted price, able to meet the required project schedule.

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C. Changes to County Project Authorizations

A modification to a County Project Authorization may be authorized by a County Project Modification properly executed by both parties.

D. Additional Purchases

If the County requires the Contractor to perform additional services or provide additional product(s) related to this Agreement, then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be authorized by a County Project Modification to a County Project Authorization. The County will not pay for any additional service, work performed or product provided before a properly executed County Project Modification.

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

E. Performance of Work under this Agreement

All work shall be provided and performed in accordance with the Specifications of the Solicitation and as further described in any County Project Authorizations issued under this Agreement.

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IN WITNESS WHEREOF, this First Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto. Each individual signing this Amendment directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Amendment on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding amendment on behalf of such party with respect to the matters contained herein and as stated herein.

DATED 9/24/2025 | 1:23 PM EDT by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

DocuSigned by:

Robert Price

BY: EE2484E86D8A41D...
Robert Price

Director, Department of Transportation, on
behalf of the Board of County
Commissioners

APPROVED as to Form for the Reliance of
Lee County Only

Signed by:

Joseph A. Adams

BY: DCCFDFED4580467...
County Attorney's Office

DATED this 4th day of September, 2025 by Russ Berner Construction, Inc.

ATTEST:

Carrie Hummer

(Witness)

BY: *[Signature]*
Authorized Signature

Emily Berner

Authorized Signature Printed Name

Secretary

Authorized Signature Title

CORPORATE SEAL: