

CONTRACT REVIEW CHECKLIST**CONTRACT TYPE:** Service Provider**SUBJECT:** Project known as: Bridge Maintenance and Repairs

Between Lee County and Coastal Gunite Construction Company

Reference: Department Director approval: N/A

County Administrator approval: N/A

Reference: Board action approving contract/agreement

Board Date:

4/4/2017

Agenda Item No.:

C16

DKR

The subject contract is forwarded herewith for review and/or endorsements:

(1) **By the Director of:** Routed by Procurement

Project Sponsoring Department

☒ Recommendation to execute☐ Not recommending execution for the following reason(s):

Date received:

5/8/17

Date returned/forwarded:

5/9/17

Signed:

(2) **By Procurement Management:**☒ Recommending execution☐ Not recommending execution for the following reason(s):

Date received:

5-10-17

Date returned/forwarded:

Signed:

(3) **By the Risk Management**☒ Recommending execution☐ Not recommending execution for the following reason(s)

Maritime Ins. company is a self-insured program

Date received:

May 9, 2017

Date returned/forwarded:

May 12, 2017

Signed:

(4) **By the County Attorney:**☒ Recommending execution☐ Not recommending execution for the following reason(s)

Date received:

5/16/17

Date returned/forwarded:

5/16/17

Signed:

(5) **Board**(6) **Clerk's Office, Minutes Department**(7) **Procurement Management**

2017 MAY 17 AM 8:57

RECEIVED
MINUTES OFFICE

Blue Sheet No. 20170139	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/4/2017	Item No. C16
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TITLE:

Award contracts for bridge maintenance and repairs.

ACTION REQUESTED:

A. Award Invitation to Bid No. B160633DKR, Bridge Maintenance and Repairs, to the following five vendors for use on an as needed basis for bridge maintenance and repair services, at the unit prices provided in the attached contracts, for a period of one year, as approved in the department's annual adopted budget: Southern Road and Bridge, LLC; CSJ of SWFL, Inc.; Proshot Concrete, Inc.; Coastal Gunitite Construction Company; and VinMar Waterproofing & Concrete Restoration, LLC.

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

C. Grant the Director of Procurement Management the authority to renegotiate and execute renewals of these contracts, with County Administration approval, for up to three additional one-year periods, under the same terms and conditions, as approved in the department's annual adopted budget and if doing so is in the best interest of Lee County.

FUNDING:

\$750,000 (estimated yearly expenditure), Gas Taxes, Included in Budget

Funding for this work will come from various accounts within DOT. The majority of projects that will be done with this contract are funded from a Major Maintenance Project –Master Bridge. The Master Bridge account has a budget of \$439,000 in FY 16/17. DOT will also utilize this contract for various bridge repairs that may be needed on the County's three toll bridges using the tolls budget.

Fund – Transportation Capital Improvement/Gas Taxes and Toll Revenue; Program – Major Maintenance 40571430700

WHAT ACTION ACCOMPLISHES:

Awards Invitation to Bid No. B160633DKR Bridge Maintenance and Repairs to five vendors for use on an as needed basis for bridge maintenance and repair projects throughout the County. These contracts will be used for services including, but not limited to, asphalt repair, cement work, pilings repair, grinding bridge decks, and diving.

MANAGEMENT RECOMMENDATION:

Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: All Department: TRANSPORTATION Division: Operations By: Randy Cerchie
Background:	

Required Review:					
Randy Cerchie	Lori Borman	Peter Winton	Mary Tucker	Ashley D. Fesperman	Doug Meurer
TRANSPORTATION	Budget Analyst	Budget Services	Purchasing	County Attorney	County Manager

Procurement Management obtained bids for bridge maintenance and repair services to fulfill Lee County's need. On the bidding deadline of January 25, 2017, Procurement Management received six bids. The following five contractors are being recommended for award: Southern Road and Bridge, LLC; CSJ of SWFL, Inc.; Proshot Concrete, Inc.; Coastal Gunit Construction Company; and VinMar Waterproofing & Concrete Restoration, LLC.

Individual projects may be awarded, and authorized via Supplemental Task Authorizations, to any of the firms approved by the Board under this solicitation. Award for individual projects shall be made as follows: 1) Any project/task with a total cost of \$50,000 or less may be awarded to the firm able to meet the required project schedule with the lowest unit prices; 2) Any project/task with a total cost greater than \$50,000, but less than \$500,000, must be quoted by a minimum of three of the awarded firms, and award of the project shall be made to the firm able to meet the required project schedule with the lowest quoted price. Quoted prices may not exceed the unit prices provided in the master contracts, but may be quoted lower. No projects with a cost of \$500,000 or more may be awarded under this solicitation.

Attachments:

- 1) Bid Tabulation
- 2) Notice of Intended Decision
- 3) Proposed Contract-Southern Road and Bridge, LLC
- 4) Proposed Contract-CSJ of SWFL, Inc.
- 5) Proposed Contract-Proshot Concrete, Inc.
- 6) Proposed Contract-Coastal Gunit Construction Company
- 7) Proposed Contract-VinMar Waterproofing & Concrete Restoration, LLC

Florida Department of State

DIVISION OF CORPORATIONS

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

Foreign Profit Corporation

COASTAL GUNITE CONSTRUCTION COMPANY

Filing Information

Document Number P01573
FEI/EIN Number 52-1301361
Date Filed 04/10/1984
State VA
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 10/21/2003

Principal Address

16 WASHINGTON ST.
CAMBRIDGE, MD 21613-7977

Changed: 06/14/1993

Mailing Address

PO BOX 977
CAMBRIDGE, MD 21613-7977

Changed: 10/21/2003

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 03/19/1992

Address Changed: 03/19/1992

Officer/Director Detail**Name & Address**

Title PTD

WHITE, R.C. JR
1001 3rd Ave West
Suite 300
BRADENTON, FL 34205

Title SD

WHITE, E.B.
1001 3rd Ave West
Suite 300
BRADENTON, FL 34205

Title D

Walker, J K
16 WASHINGTON ST.
CAMBRIDGE, MD 21613-7977

Title AS, VP

BLAKE, S W
16 WASHINGTON ST.
CAMBRIDGE, MD 21613-7977

Title VP

EMMRICH, R M
16 WASHINGTON ST.
CAMBRIDGE, MD 21613-7977

Title VP

von der Hofen, Marcus H
1001 3rd Ave West
300
Bradenton, FL 34205

Annual Reports

Report Year	Filed Date
2015	07/14/2015
2016	02/22/2016
2017	02/24/2017

Document Images

02/24/2017 -- ANNUAL REPORT	View image in PDF format
02/22/2016 -- ANNUAL REPORT	View image in PDF format
07/14/2015 -- ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
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01/04/2008 -- ANNUAL REPORT	View image in PDF format
01/10/2007 -- ANNUAL REPORT	View image in PDF format

01/06/2006 -- ANNUAL REPORT	View image in PDF format
01/13/2005 -- ANNUAL REPORT	View image in PDF format
07/01/2004 -- ANNUAL REPORT	View image in PDF format
10/21/2003 -- REINSTATEMENT	View image in PDF format
11/07/2002 -- REINSTATEMENT	View image in PDF format
08/08/2001 -- ANNUAL REPORT	View image in PDF format
09/12/2000 -- ANNUAL REPORT	View image in PDF format
03/17/1999 -- ANNUAL REPORT	View image in PDF format
08/27/1998 -- ANNUAL REPORT	View image in PDF format
01/14/1997 -- ANNUAL REPORT	View image in PDF format
07/12/1996 -- ANNUAL REPORT	View image in PDF format
06/09/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

A.M. Best Rating Services

XL Specialty Insurance Company (?)

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

Administrative Office

Seaview House 70 Seaview Avenue
Stamford, CT 06902-6040

United States

Web: www.xlcatlin.com

Phone: 203-964-5200

Fax: 203-964-3444

[View Additional Address Information](#)



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

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

Based on A.M. Best's analysis, [046310 - XL Group Ltd](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating:	A (Excellent)
Affiliation Code:	g (Group)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	August 03, 2016
Initial Rating Date:	June 30, 1989

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

Long-Term:	a+
Outlook:	Stable
Action:	Affirmed
Effective Date:	August 03, 2016
Initial Rating Date:	April 11, 2005

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

Best's Credit Rating Analyst

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

Senior Financial Analyst: Susan Molineux

Director: Greg Reisner

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

Disclosure Information



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



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

A.M. Best Rating Services

Harleysville Insurance Company (2)

A.M. Best #: 000643 NAIC #: 23582 FEIN #: 410417250

Mailing Address

One West Nationwide Boulevard 1-04-701
Columbus, OH 43215-2220

[United States](#)

Web: www.harleysvillegroup.com

Phone: 215-256-5000

Fax: 866-315-1430

[View Additional Address Information](#)

Financial Strength Rating



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

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

Based on A.M. Best's analysis, [002358 - Nationwide Mutual Insurance Company](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating:	A+ (Superior)
Affiliation Code:	r (Reinsured)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	July 07, 2016
Initial Rating Date:	June 30, 1934

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

Long-Term:	aa-
Outlook:	Stable
Action:	Affirmed
Effective Date:	July 07, 2016
Initial Rating Date:	April 19, 2005

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

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Associate Director : Raymond Thomson, CPCU, ARE, ARM
Senior Director: Gregory T. Williams

Disclosure Information



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



[A.M. Best Affirms Ratings of Nationwide Mutual Insurance Company and Its Key Operating Subsidiaries](#)
July 07, 2016

Rating History

A.M. Best has provided ratings & analysis on this company since 1934.

A.M. Best Rating Services

Arch Insurance Company (?)

A.M. Best #: 003186 NAIC #: 11150 FEIN #: 430990710

Administrative Office

Harborside 3 210 Hudson Street Suite 300
Jersey City, NJ 07311-1107

United States

Web: www.archinsurance.com

Phone: 201-743-4000

Fax: 201-743-4005

[View Additional Address Information](#)



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

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

Based on A.M. Best's analysis, [058459 - Arch Capital Group Ltd.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating:	A+ u (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV (\$2 Billion or greater)
Implication:	Developing
Action:	Under Review
Effective Date:	August 17, 2016
Initial Rating Date:	June 30, 1977

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

Long-Term:	aa- u
Implication:	Developing
Action:	Under Review
Effective Date:	August 17, 2016
Initial Rating Date:	October 26, 2004

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

Best's Credit Rating Analyst

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

Director: Steven M. Chirico, CPA

Senior Director: Robert B. DeRose

Disclosure Information



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



[A.M. Best Places Ratings of Arch Capital Group Ltd. and Its Subsidiaries Under Review With Developing Implications](#)
August 17, 2016

Rating History

A.M. Best has provided ratings & analysis on this company since 1977.

Contract #
780

**AGREEMENT FOR
ONGOING BRIDGE MAINTENANCE AND REPAIR PROJECTS**

THIS AGREEMENT FOR ONGOING BRIDGE MAINTENANCE AND REPAIR PROJECTS ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Coastal Gunite Construction Company, a Virginia corporation authorized to do business in the State of Florida, whose address is 16 Washington St. Cambridge, MD 21613-7977, and whose Federal tax identification number is 52-1301361, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the County intends to purchase construction services related to bridge maintenance and repair from the Contractor for specific projects as determined by the County (the "Purchase"); and,

WHEREAS, the County issued a solicitation, ITB160633DKR on December 9, 2016; and,

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

WHEREAS, the County posted a Notice of Intended Decision Bid Action on February 9, 2017; and,

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

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

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

I. PRODUCTS AND SERVICES

- A. The Contractor agrees to diligently provide all products and services for the Purchase in accordance with the Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Contractor shall comply strictly with all of the terms and conditions of ITB160633DKR, a copy of which is on file with the

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

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon execution by both the County and the Contractor, and shall continue on an as needed basis for a one year period. The Agreement may be extended for up to three (3) additional one (1) year periods upon the mutual written agreement of the County and Contractor.
- B. A Purchase Order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.
- C. Products and services must be delivered in accordance with Supplemental Task Authorizations and Change Orders. The schedule must commence on the date of the purchase order.

III. COMPENSATION AND PAYMENT

- A. The County must pay the Contractor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Contractor's submittal in response to ITB160633DKR, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Contractor must not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Contractor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on fifteen (15) days' prior written notice, but failure to give such notice will

be of no effect and the County will not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

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

V. ADDITIONAL PURCHASES

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

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

VI. LIABILITY OF CONTRACTOR

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

recklessness, or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

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

VII. CONTRACTOR'S INSURANCE

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

VIII. PERFORMANCE AND PAYMENT BOND(S)

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

IX. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor must be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Contractor under this Agreement. The Contractor must, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

- C. The Contractor must comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and must not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Contractor specifically acknowledges its obligations to comply with §119.0701, F.S., as amended from time to time, with regard to public records, and must:
- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law;
 - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901; publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

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

The Contractor must exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County will be that of an independent contractor and not as employees of the County. The Contractor will be solely responsible for providing benefits and insurance to its employees.

X. OWNERSHIP OF PRODUCTS

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

XI. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

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

XII. COMPLIANCE WITH APPLICABLE LAW

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

XIII. TERMINATION

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

responsible for lost profits of Contractor or any other elements of breach of contract.

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

XIV. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Contractor will be required to continue all obligations under this Agreement during the pendency of 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 must be identified specifically as a stop work order issued pursuant

to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor must not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

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

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

XVI. CONTRACTOR WARRANTY

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

XVII. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether

oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

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

Contractor's Representative:

Name: Marcus Vonderhofen
Title: Vice President
Address: 1001 3rd Ave West
Bradenton FL 34205
Telephone: 941-744-5500
Facsimile: 941-744-9880
E-mail: Marcus@coastalgunite.com

County's Representatives:

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

- I. Any change in the County's or the Contractor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Supplemental Task Authorization(s)
 2. Agreement
 3. County's Purchase Order
 4. Solicitation # ITB160633DKR
 5. Contractor's Submittal in Response to Solicitation # ITB160633DKR

[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: *[Signature]*
Print Name: RANDUE EHLRICH

COASTAL GUNITE CONSTRUCTION COMPANY

Signed By: *[Signature]*
Print Name: MARCUS H VON DER HOFEN
Title: VICE PRESIDENT
Date: 3-7-2017

LEE COUNTY

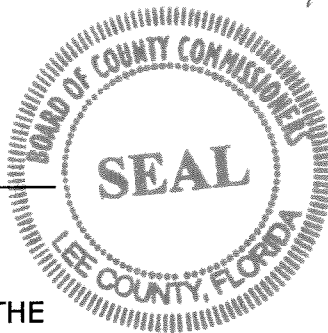
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *[Signature]*
CHAIR

DATE: 5/16/17

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: *[Signature]*
DEPUTY CLERK



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

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

EXHIBIT A SCOPE OF SERVICES

Contractor shall provide bridge maintenance and repair services in accordance with Lee County Solicitation No. ITB160633DKR and Supplemental Task Authorizations issued under this Agreement, if any.

A. Supplemental Task Authorizations

The term Supplemental Task Authorization refers to a written document executed by both parties under this Agreement setting forth and authorizing a limited number of services, tasks, or work for a specific project identified by the County. Such services, tasks, or work is consistent with and has previously been described by Solicitation No. ITB160633DKR and this Agreement.

B. Award of Supplemental Task Authorizations

As provided by Solicitation No. ITB160633DKR, individual projects may be awarded, and authorized via Supplemental Task Authorizations, to any of the firms approved by the Board of County Commissioners under that solicitation. Award shall be made as follows:

- Any project/task with a total cost of **\$50,000.00 or less** may be awarded to the firm holding a valid contract under this bid, with the lowest unit prices, able to meet the required project schedule.
- Any project/task with a total cost of **\$50,000.01, but less than \$500,000.00** must be quoted by a **minimum of three (3) of the approved firms** holding a valid contract under Solicitation No. ITB160633DKR. When quotes are requested, the Contractor's submittal must be based on the unit prices provided by Exhibit B, or lower prices. The quote must not list any prices that are higher. Award of the project shall be made to the firm holding a valid contract under this bid, with the lowest quoted price, able to meet the required project schedule.

C. Performance of Work under this Agreement

All work shall be provided and performed in accordance with the Technical Specifications of Solicitation No. ITB160633DKR and as further described in any Supplemental Task Authorizations issued under this Agreement.

EXHIBIT B FEE SCHEDULE

Payment for actual work completed shall be made in accordance with the terms of this Agreement and any Supplemental Task Authorizations issued hereunder. All project pricing shall be determined by the rates established by the Contractor's Response to Solicitation No. ITB160633DKR, attached hereto and incorporated herein as part of Exhibit B, which appear below. All quotes received by the County from the Contractor must reflect pricing at or below the rates listed in this Exhibit B.

Item	Description	Unit	Unit Price
0101 1	MOBILIZATION	LD	Up to 5 % of Construction Cost
0102 1	MAINTENANCE OF TRAFFIC	DA	Up to 4 % of Construction Cost
0102 76	ARROW BOARD /ADVANCE WARNING ARROW PANEL	ED 0 - 10	\$200.00
0102 76	ARROW BOARD /ADVANCE WARNING ARROW PANEL	ED 11 - 20	\$100.00
0102 76	ARROW BOARD /ADVANCE WARNING ARROW PANEL	ED 20 +	\$50.00
0104 10 3	SEDIMENT BARRIER - BAILED HAY OR STRAW	EA 1 - 25	\$10.00
0104 10 3	SEDIMENT BARRIER - BAILED HAY OR STRAW	EA 26 - 50	\$8.00
0104 10 3	SEDIMENT BARRIER - BAILED HAY OR STRAW	EA 51 +	\$5.00
0104 11	FLOATING TURBIDITY BARRIER	LF 1 - 200	\$10.00
0104 11	FLOATING TURBIDITY BARRIER	LF 201 - 500	\$8.00
0104 11	FLOATING TURBIDITY BARRIER	LF 501 +	\$7.00
0104 12	STAKED TURBIDITY BARRIER- NYL REINF PVC	LF 1 - 200	\$10.00
0104 12	STAKED TURBIDITY BARRIER- NYL REINF PVC	LF 201 - 500	\$9.00
0104 12	STAKED TURBIDITY BARRIER- NYL REINF PVC	LF 501 +	\$7.00
110-71-1	FENDER REMOVAL AND DISPOSAL	LF 1-100	\$300.00
110-71-1	FENDER REMOVAL AND DISPOSAL	LF 101 - 200	\$250.00
110-71-1	FENDER REMOVAL AND DISPOSAL	LF 201 +	\$200.00
xxxxxxxxxx	FENDER REPAIR - SYNTHETIC BEAM 10" X 10" X 16'	EA 1 +	\$600.00
xxxxxxxxxx	FENDER REPAIR - WOOD BEAM 10" X 10" X 16'	EA 1 +	\$500.00
xxxxxxxxxx	FENDER REPAIR - CONCRETE PILE 14" X 14"	LF 1 +	\$2,500.00
0121 70	FLOWABLE FILL	CY 1 - 9	\$500.00
0121 70	FLOWABLE FILL	CY 10 - 18	\$450.00
0121 70	FLOWABLE FILL	CY 18 - 27	\$400.00
0400 4 41	CONC CLASS IV, SEAWALL REPAIRS	CY 1 - 25	\$8,000.00
0400 4 41	CONC CLASS IV, SEAWALL REPAIRS	CY 26 - 50	\$7,000.00
0400 4 41	CONC CLASS IV, SEAWALL REPAIRS	CY 51 +	\$6,000.00
0400145	CLEANING CONC SURFACE	SF 1 - 100	\$30.00
0400145	CLEANING CONC SURFACE	SF 101 - 200	\$15.00

EXHIBIT B FEE SCHEDULE

0400145	CLEANING CONC SURFACE	SF 201 +	\$5.00
0400153	NON SHRINK GROUT, F&I, MISCELLANEOUS- RE	CF 1 - 20	\$1,500.00
0400153	NON SHRINK GROUT, F&I, MISCELLANEOUS- RE	CF 21 - 50	\$1,200.00
0400153	NON SHRINK GROUT, F&I, MISCELLANEOUS- RE	CF 51 +	\$1,000.00
0401 70 1	RESTORE SPALLED AREAS, EPOXY (Over Bridge Deck)	CF 1 - 10	\$500.00
0401 70 1	RESTORE SPALLED AREAS, EPOXY (Over Bridge Deck)	CF 11 - 20	\$450.00
0401 70 1	RESTORE SPALLED AREAS, EPOXY (Over Bridge Deck)	CF 21 +	\$425.00
0401 70 1.1	RESTORE SPALLED AREAS, EPOXY (Under Bridge Deck Scaffolding)	CF 1 - 10	\$1,000.00
0401 70 1.2	RESTORE SPALLED AREAS, EPOXY (Under Bridge Deck Scaffolding)	CF 11 - 20	\$900.00
0401 70 1.3	RESTORE SPALLED AREAS, EPOXY (Under Bridge Deck Scaffolding)	CF 21 +	\$850.00
0401 70 1.4	RESTORE SPALLED AREAS, EPOXY (Under Bridge Deck Not Accessible by Scaffolding)	CF 1 - 10	\$1,200.00
0401 70 1.5	RESTORE SPALLED AREAS, EPOXY (Under Bridge Deck Not Accessible by Scaffolding)	CF 11 - 20	\$1,100.00
0401 70 1.6	RESTORE SPALLED AREAS, EPOXY (Under Bridge Deck Not Accessible by Scaffolding)	CF 21 +	\$1,000.00
0401 70 1.7	RESTORE SPALLED AREAS, EPOXY (Water Level)	CF 1 - 10	\$1,200.00
0401 70 1.8	RESTORE SPALLED AREAS, EPOXY (Water Level)	CF 11 - 20	\$1,100.00
0401 70 1.9	RESTORE SPALLED AREAS, EPOXY (Water Level)	CF 21 +	\$1,000.00
0401 70 2	RESTORE SPALLED AREAS, REPAIR MORTAR (General Locations)	CF 1 - 10	\$500.00
0401 70 2	RESTORE SPALLED AREAS, REPAIR MORTAR (General Locations)	CF 11 - 20	\$450.00
0401 70 2	RESTORE SPALLED AREAS, REPAIR MORTAR (General Locations)	CF 21 +	\$425.00
0401 70 2.1	RESTORE SPALLED AREAS, REPAIR MORTAR (Under Bridge Deck Scaffolding)	CF 1 - 10	\$800.00
0401 70 2.2	RESTORE SPALLED AREAS, REPAIR MORTAR (Under Bridge Deck Scaffolding)	CF 11 - 20	\$700.00
0401 70 2.3	RESTORE SPALLED AREAS, REPAIR MORTAR (Under Bridge Deck Scaffolding)	CF 21 +	\$650.00
0401 70 2.4	RESTORE SPALLED AREAS, REPAIR MORTAR (Under Bridge Deck Not Accessible by Scaffolding)	CF 1 - 10	\$1,500.00
0401 70 2.5	RESTORE SPALLED AREAS, REPAIR MORTAR (Under Bridge Deck Not Accessible by Scaffolding)	CF 11 - 20	\$1,000.00
0401 70 2.6	RESTORE SPALLED AREAS, REPAIR MORTAR (Under Bridge Deck Not Accessible by Scaffolding)	CF 21 +	\$750.00
0401 70 2.7	RESTORE SPALLED AREAS, REPAIR MORTAR (Water Level)	CF 1 - 10	\$1,100.00
0401 70 2.8	RESTORE SPALLED AREAS, REPAIR MORTAR (Water Level)	CF 11 - 20	\$1,000.00
0401 70 2.9	RESTORE SPALLED AREAS, REPAIR MORTAR (Water Level)	CF 21 +	\$900.00
0411 2	CRACKS INJECT & SEAL- STRUCTURES REHAB	LF 1 - 15	\$200.00
0411 2	CRACKS INJECT & SEAL- STRUCTURES REHAB	LF 16 - 25	\$175.00
0411 2	CRACKS INJECT & SEAL- STRUCTURES REHAB	LF 25 +	\$125.00
455-81	CATHODIC PROTECTION	EA 1 - 5	\$750.00
455-81	CATHODIC PROTECTION	EA 6 - 10	\$700.00
455-81	CATHODIC PROTECTION	EA 11 +	\$675.00
457-70	INTEGRAL PILE JACKET (Above Water)	LF 1 - 100	\$2,200.00
457-70	INTEGRAL PILE JACKET (Above Water)	LF 101 - 200	\$2,000.00
457-70	INTEGRAL PILE JACKET (Above Water)	LF 200 +	\$1,800.00
457-70.1	INTEGRAL PILE JACKET (Below Water)	LF 1 - 100	\$2,400.00
457-70.2	INTEGRAL PILE JACKET (Below Water)	LF 101 - 200	\$2,200.00
457-70.3	INTEGRAL PILE JACKET (Below Water)	LF 200 +	\$2,000.00
460-7	EXPANSION JOINT SEAL	LF 1 - 20	\$50.00

EXHIBIT B FEE SCHEDULE

460-7	EXPANSION JOINT SEAL	LF 21 - 50	\$50.00
460-7	EXPANSION JOINT SEAL	LF 50 +	\$45.00
460-95	STRUCTURAL STEEL REPAIR	LB 1 - 100	\$2,000.00
460-95	STRUCTURAL STEEL REPAIR	LB 101 - 200	\$1,000.00
460-95	STRUCTURAL STEEL REPAIR	LB 201 +	\$500.00
0506 3	BRIDGE DRAINS	EA 1 +	\$2,500.00
0510 1	NAVIGATION LIGHTS- FIXED BRIDGE, SYSTEM	LS 1 +	\$5,000.00
561-7	PESSURE WASH	SY	\$150.00
560-7.1	SAND BLASTING	SY	\$200.00
XXXXXX	DIVER	DAY 1 +	\$1,200.00

EXHIBIT C INSURANCE REQUIREMENTS

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

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

\$1,000,000 per occurrence

\$2,000,000 general aggregate

\$1,000,000 products and completed operations

\$1,000,000 personal and advertising injury

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

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

\$500,000 bodily injury per person

\$1,000,000 bodily injury per accident

\$500,000 property damage per accident

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

\$500,000 per accident

\$500,000 disease limit

\$500,000 disease – policy limit

EXHIBIT C INSURANCE REQUIREMENTS

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

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

Verification of Coverage:

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

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners

P.O. Box 398

Fort Myers, Florida 33902

- b. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.***

Special Requirements:

1. It is the responsibility of the Contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT D

PERFORMANCE AND PAYMENT BONDS

For each Supplemental Task Authorization authorizing work for a cost of \$100,000.00 or more, the Contractor must procure a performance and payment bond in accordance with this Agreement and ITB160633DKR.

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



COASGUN-02

KPOWIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/4/2017

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

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

PRODUCER Towne Insurance Agency LLC 301 Bendix Road Suite 300 Virginia Beach, VA 23452		CONTACT NAME: Mary A. Norton PHONE (A/C, No, Ext): 8619 FAX (A/C, No): (757) 468-9917 E-MAIL ADDRESS: mnorton@towneinsurance.com		
INSURED Coastal Gunita Const. Co. ATTN: Shelly Blake P.O. Box 977 Cambridge, MD 21613-0788		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : XL Specialty Insurance Company		37885
		INSURER B : Harleysville Insurance Company		23582
		INSURER C : Arch Insurance Company		11150
		INSURER D : Signal Mutual Indemnity Assn. Ltd.		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		UM00028978MA17A	04/16/2017	04/16/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA00000098123S	04/16/2017	04/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000		UM00025117MA17A	04/16/2017	04/16/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		ZAWC19922800	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Work Comp		21500	10/01/2016	10/01/2017	USL&H 1,000,000
D	MEL		J16-60215	10/01/2016	10/01/2017	Jones Act 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Ongoing bridge maintenance and repair projects - ITB160633DKR

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees and public officials are included as additional insured for general liability including completed operations if required by written contract in accordance with endorsement MMGL621 attached.

CERTIFICATE HOLDER

CANCELLATION

Lee County Board of County Commissioners PO Box 398 Fort Myers, FL 33902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Kim F. Parris</i>

ENDORSEMENT

This endorsement, effective 12:01 a.m., April 16, 2017 forms a part of Policy No. UM00028978MA17A issued to Coastal Gunit Construction Co. by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED, LOSS PAYEE and WAIVER OF SUBROGATION CLAUSES (BLANKET)

This endorsement modifies insurance provided under the following:

Marine General Liability: General Conditions, 1. Persons Insured

- I. It is hereby understood and agreed that this Policy shall include as Additional Insured or Loss Payee, any person or organization to whom the Named Insured has agreed by written contract to provide coverage, but only with respect to operations performed by or on behalf of the Named Insured or to your premises or the premises that you use, and only with respect to occurrences subsequent to the making of such written contract.

When required by such written contract, this policy is primary insurance with respect to the interests of the Additional Insured, and the other insurance maintained by the Additional Insured is excess and not contributory with this policy.

Notwithstanding the above, it is further understood and agreed that wherever Additional Insured or Loss Payee are added to this policy it is specifically agreed:

- a. Such Additional Insured or Loss Payee are included only with respect to such activities insured by this policy as would exist in the absence of the naming of Additional Insured or Loss Payee and coverage hereunder shall in no way be considered extended by the inclusion of Additional Insured or Loss Payee.
 - b. The inclusion of Additional Insured or Loss Payee in no way increases the Limit of Liability hereunder.
 - c. In the event of cancellation or change in policy coverage unless specifically endorsed in writing to the contrary hereon, no obligation is imposed on this company to send notice of cancellation or change of coverage to an Additional Insured or Loss Payee and notice to the original named assured shall discharge all obligations of this company hereunder. This company shall not be required to notify Additional Insured or Loss Payee of any cancellation received from the original assured hereon.
2. Underwriters waive their rights of subrogation against any person or organizations to whom the Named Insured is obligated by written contract to provide such waiver, but only to the extent of such obligation and only with respect to operations performed by or on behalf of the Named Insured or to your premises or the premises that you use.

All other terms and conditions remain the same.