



Kevin Ruane
District One

August 21, 2026

Cecil L. Pendergrass
District Two

David Mulicka
District Three

Brian Hamman
District Four

Trish Petrosky
District Five

Dave Harner, II
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

Mr. Kevin Higginson
McKim and Creed
4300 Edwards Mill Rd., Suite 200
Raleigh, NC 27612

SUBJECT: Renewal of Annual Contract No. CN230221CMR
 Miscellaneous Utility Engineering

Dear Mr. Higginson:

This is to inform you that Lee County has agreed to renew the above-mentioned contract for an additional three (3) year period, from 9/20/26 through 9/19/29.

We are hereby extending the annual contract for an additional three-year period under the same terms and conditions as the original award.

If you have any questions regarding this letter, please contact me at (239) 533-8871.

Sincerely,

Kimberly Urban

Kimberly Urban
Contracts Analyst
Procurement Management Division

C: Project File



Lee County Professional Service Change Order/Supplemental Task Authorization

Date 02/11/2026
[Print Form](#)
☒ Change Order Agreement #: CO1
☐ Supplemental Task Authorization #: _____

A Change Order or Supplemental Task Authorization requires approval by the Department Director for expenditures under \$50,000 or approval by the County Manager for expenditures from \$50,000 to \$99,999.99 or approval by the Board of County Commissioners for expenditures of \$100,000 and up.

Primary Contact: Kevin Higginson E-mail Address: khigginson@mckimcreed.comContract Name: Miscellaneous Utility EngineeringProject Name: Miscellaneous Utility EngineeringCONSULTANT: McKim & Creed, Inc. Project #: _____Solicitation #: CN230221CMR Contract #: 9808

Lee County Project Manager: _____

Fiscal Staff: Utilities Fiscal Account #: _____

It is understood and agreed that the acceptance of this modification by the CONSULTANT constitutes an accord and satisfaction.

Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement 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 agreement on behalf of such party with respect to the matters contained herein and as stated herein.

	<u>Robert H. Garland</u>	<u>2/13/2026</u>
Consultant Signature	Print Name	Date Signed

_____ Director Signature	_____ Print Name	_____ Date Signed
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Signed by: 	Mary G Tucker	8/21/2026 8:32 AM EDT
770F0BDB59DA44D Procurement Signature	Print Name	Date Signed

_____ County Manager or Designee Signature	_____ Print Name	_____ Date Signed
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Lee County Board of County Commissioners - Procurement Management

2115 Second Street - 1st Floor - Fort Myers, FL 33901

PO Box 398 - Fort Myers, FL 33902-0398

Phone: (239) 533-8881

REV 11/2025



CO-STA Exhibit A
Scope of Professional Services

[Print Form](#)

☒ Change Order Agreement #: CO1 ☐ Supplemental Task Authorization #: _____

Scope of Professional Services for:

Miscellaneous Utility Engineering

Section 1.00 Changes to Professional Services

The 'Scope of Professional Services' as set forth in Exhibit 'A' of the Professional Services Agreement referred to hereinbefore is hereby supplemented, changed, or authorized, so that the CONSULTANT shall provide and perform the following professional services, tasks, or work as a supplement to, change to, the scope of services previously agreed to and authorized.

No changes in scope, this is for renewal of term 9/20/26 - 9/19/29.

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CO-STA Exhibit C Time & Schedule of Performance

[Print Form](#)

☒ Change Order Agreement #: CO1

 ☐ Supplemental Task Authorization #: _____

Time & Schedule of Performance for:

Miscellaneous Utility Engineering

Section 1.00 Changes for this Change Order or Supplemental Task Authorization Agreement

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks or work set forth in this Change Order of Supplemental Task Authorization Agreement, Exhibit 'CO/STA-A', entitled 'Scope of Professional Services' attached hereto is as follows:

Task Number as Indicated in Exhibit A	Name/Title of Task	Previously Approved Number of Days per Task (CO Only)	Increase in Number of Calendar Days per Task (CO Only)	Cumulative Number of Calendar Days for Completion from Date of Notice to Proceed per Task (CO & STA)
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Renewal of Annual Contract

Original Term: 9/20/23 - 9/19/26

Renewal No. 1 Term: 9/20/26 - 9/19/29

Total Number of Calendar Days for Completion of
Project from Notice to Proceed: _____

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Affidavit of Compliance with Section 287.138 and 787.06, Florida Statutes

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AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138 and 787.06, FLORIDA STATUTES

Before me, the undersigned authority, personally appeared (Name of affiant)

Robert H. Garland, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) Vice President of (Business Name)

Mckim & Creed

which does business in the State of Florida, hereinafter called the "Vendor."

2. Vendor, pursuant to Section 287.138, Florida Statutes, certifies that (1) Vendor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in Vendor, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Vendor is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this affidavit, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes, as amended from time to time.
3. Vendor, pursuant to Section 787.06, Florida Statutes, certifies that Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, as amended from time to time.
4. This Affidavit is executed by the Vendor in accordance with Section 287.138, Florida Statutes, for the purposes of preventing the County from entering contracts with foreign entities of concern which would provide Vendor access to an individual's personal identifying information.
5. This Affidavit is executed by the Vendor in accordance with Section 787.06, Florida Statutes.

