

LEE COUNTY CONSTRUCTION CONTRACT

AGREEMENT FORM

Contract No. 6792

Board Award Date: 5/6/14

AGREEMENT

made as of the 6th day of May in year of 2014

BETWEEN the COUNTY: Board of County Commissioners, Lee County, Florida  
and the CONTRACTOR:

Roberts Drilling, Inc.  
6261 Buckingham Road  
Ft. Myers, FL 33905  
239-693-6149

Check Appropriate Line:

Individual  
 Partnership  
 Incorporated in the  
State of FL

in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1. WORK

The CONTRACTOR shall perform all the work required by the Contract Documents:

Scope of work: Provide on an as needed basis: Directional Bore services at utility crossings for various Lee County projects. Other methods which do not require open-cutting or trenching may also be considered.

This contract will be utilized by Lee County in the event of a hurricane or other natural or man-caused hazard. All work performed in the event of an emergency will be performed in accordance with the terms, conditions and construction provisions of the Federal Highway Administration (FHWA) and/or any Federal

in full accordance with the drawings and as elaborated in the specifications.

PROJECT NAME: B-140176 ANNUAL CONTRACT FOR DIRECTIONAL BORE SERVICES

LOCATION: Lee County, Florida

ARTICLE 2. AMOUNT OF CONTRACT

2.1 The COUNTY shall pay the CONTRACTOR in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of: (express in words and numerals) N/A - Per Project.

CONSTRUCTION CONTRACT  
ARTICLE 3. PROGRESS PAYMENTS

Based upon Applications for payment submitted to the OWNER'S Representative by the CONTRACTOR, and Certificates for Payment issued by the OWNER'S Representative, the COUNTY shall make progress payments on account of the Contract Price to the CONTRACTOR as provided in the Contract Documents as follows:

3.1 Not later than fifteen (15) calendar days following the approval of an Application for payment, ninety percent (90%) of the portion of the Contract Price properly allocated to labor, materials and equipment incorporated in the work and ninety percent (90%) of the portion of the Contract Price properly allocated to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the application for payment, less the aggregate of previous payments made by the COUNTY.

3.1.1 At the discretion of the project manager, department director and final authorization by the Public Works Director, once the project reaches 50% completion and the County is holding 5% of the total contract amount, no further retainage may be withheld from the subsequent monthly invoices, provided however, that the project is on schedule. At any time the project falls behind schedule, the County retains the exclusive right to revert back to the original contract terms, by withholding the full 10% retainage, until the project is back on schedule or the project is completed.

3.2 Upon final completion of the work and acceptance of the project, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Price, less such amounts as the COUNTY shall determine for all incomplete work, unsettled claims or unused units as provided in the Contract Documents.

ARTICLE 4. CONTRACT DOCUMENTS

This Contract entered into this date by the Lee County Board of County Commissioners and the CONTRACTOR. WITNESSETH that the parties hereto do mutually agree as follows:

The CONTRACTOR shall furnish all labor, equipment, and materials and perform the work above described for the amount stated above in strict accordance with the General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, all of which are made a part hereof as if attached and enumerated as follows:

4.1 Lee County Request for Bids/Project Manual Titled: ANNUAL CONTRACT FOR DIRECTIONAL BORE

DATED: February 14, 2014

“A” 4.1.1 Contractors Bid Proposal Dated March 18, 2014, ATTACHED AS EXHIBIT

4.2 Project Drawings consisting of the following sheets listed by title and date:

N/A

CONSTRUCTION CONTRACT  
ARTICLE 4. CONTRACT DOCUMENTS (Continued)

4.3 Public Payment and Performance Bond

4.4 Certificate of Insurance

4.5 Notice of Award

4.6 Addenda - Addendum One Dated February 26, 2014

4.7 Documentation submitted by the CONTRACTOR prior to the Notice of Award: None

4.8 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 5.6 and 5.7 of the General Conditions (Part F of the Bid Documents).

ARTICLE 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1 Work to be started on the date specified in the Official Notice to Proceed.

5.2 Substantial completion shall be achieved not later than the number of days specified in the Bid Proposal.

5.3 Final completion shall be achieved not later than the number of days specified in the Bid Proposal.

Liquidated Damages:

5.4 The COUNTY and CONTRACTOR recognize that time is of the essence of this agreement and that the COUNTY will suffer financial loss if the work is not completed within the times specified in 5.2 and 5.3 above, plus any extensions thereof allowed by Change Order. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the COUNTY if the work is not completed on time. Accordingly, instead of requiring any such proof, COUNTY and CONTRACTOR agree that as Liquidated Damages for delay (but not as a penalty) the sum of:

\$50,000 and Under.....\$313.00

Over \$50,000 but less than \$250,000.....\$580.00

per day shall be deducted from monies due the CONTRACTOR or paid by the CONTRACTOR to the COUNTY for each calendar day that expires after the time specified for Substantial Completion and the project fails to reach Substantial Completion. The CONTRACTOR shall also be liable for any Actual Damages sustained by the COUNTY due to the CONTRACTOR'S failure to fully complete the work by the time agreed upon for Final Completion in the Contract Documents. Actual Damages may include, but not be limited to: costs related to supervision, inspection, rentals, testing, consulting fees, or lost productivity. The COUNTY shall have the right to deduct all damages due from the final payment request as well as retainage. However, prior to deducting liquidated damages, the COUNTY shall give the CONTRACTOR seven (7) calendar days notice prior to submitting the adjusted amount due to the Clerk for payment.

## CONSTRUCTION CONTRACT

### ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 Final payments, constituting the entire unpaid balance of the Contract Price shall be paid by the COUNTY to the CONTRACTOR when the work has been completed, the Contract fully performed, and a final Certificate for Payment, form No. CMO:013, has been approved by the COUNTY.

6.2 Terms used in the Agreement which are defined in the General Conditions of the Contract (Part F of the Bid Documents) shall have the meaning designated in those conditions.

6.3 The COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

6.4 The CONTRACTOR shall not assign or transfer any of its rights, benefits, or obligations, except for transfer that result from transfer or consolidation with a third party, without the prior written approval of the COUNTY. The CONTRACTOR shall have the right to employ other persons and/or firms to serve as sub-contractors in connection with the requirements of the Contract Documents.

6.5 The CONTRACTOR agrees through the signing of this agreement by an authorized party or agent that he shall hold harmless and defend the County of Lee and its agents and employees from all suits and action, including attorney's fees, and all cost of litigation and judgements of every name and description arising out of and incidental to the performance of this Contract Document or work performed thereunder, whether or not due to or caused by negligence of the COUNTY, excluding only the sole negligence of the COUNTY. This provision shall also pertain to any claims brought against the COUNTY by any employee of the CONTRACTOR, or sub-contractor(s), or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation under this provision shall not be limited in any way to the agreed upon Contract Price as shown in this agreement or the CONTRACTOR'S limit of or lack of sufficient insurance protection.

CONSTRUCTION CONTRACT

In witness whereof, COUNTY and CONTRACTOR have signed this agreement in duplicate. One counterpart has been retained by the Clerk of the Board of County Commissioners, one to the Project Sponsoring Department, and one part each has been delivered to the Lee County Procurement Management, and the CONTRACTOR. All portions of the Contract Document have been signed or identified by COUNTY and CONTRACTOR, or by COUNTY'S CONSULTANT on their behalf.

Signed, sealed, and delivered in the presence of:

[Signature]  
Secretary



Roberts Drilling Inc.  
(Correct Name of Business)

BY: [Signature] (Annalochum)

Secretary  
Title

Date: 5/13/14

BOARD OF COUNTY COMMISSIONERS OF  
LEE COUNTY, FLORIDA

ATTEST: Clerk of the Board

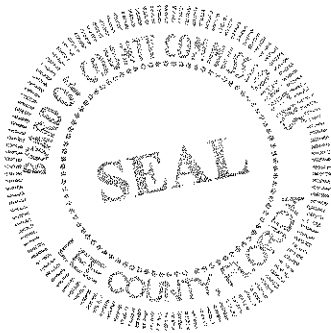
BY: [Signature]  
Deputy Clerk

BY: [Signature]  
Chair

Date: 5/27/14

APPROVED AS TO FORM

BY: [Signature]  
Assistant County Attorney



Copy  
Exhibit "A"

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
ANNUAL CONTRACT FOR DIRECTIONAL BORE SERVES

DATE SUBMITTED: March 18, 2014

VENDOR NAME: Roberts Drilling, Inc.

TO: The Board of County Commissioners  
Lee County  
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

1. The Undersigned, hereinafter called "BIDDER", having visited the site of the proposed project and having become familiar with the local conditions, nature and extent of the work, and having examined carefully the Agreement Form, General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, and having fulfilled their requirements as well as the Bonding requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of the:

**Annual Contract for Directional Bore Services**

in full accordance with the drawings and specifications prepared in accordance with your Advertisement for Bids, Instruction to Bidders, Construction Contract and all other documents related thereto on file with Lee County Division of Procurement Management, and if awarded the contract, to complete the said work within the time limits specified for the following bid price:

TOTAL BID AMOUNT N/A – UNIT PRICE BASED

2. There is enclosed a Certified Check, Cashier's Check or Bid Bond (paper or electronic format) in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00) payable to the Lee County Board of County Commissioners as a guarantee for the purpose set out in the Instruction to Bidders.

3. The BIDDER hereby agrees that:

(a) The above proposal shall remain in full force and effect for a period of 90 calendar days after the time of the opening of this proposal and it shall not be revoked, withdrawn or canceled within that time frame. Once the bidder has been notified that his bid has been awarded by the Board of County Commissioners, within the above time frame the price proposed as submitted shall constitute the contract price which shall be executed within the time frames established by these documents.

**LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
ANNUAL CONTRACT FOR DIRECTIONAL BORE SERVES**

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**ANNUAL CONTRACT FOR DIRECTIONAL  
BORE SERVICES**

Bid No: B-140176

Contractor: Roberts Drilling,

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
<b>DIRECTIONAL BORE OPERATION</b>				
1	Mobilization ( To include Maintenance of Traffic-MOT)	LS	1	\$250.00
2	1 - 2" Conduit	LF	1	\$9.00
3	1 - 3" Conduit	LF	1	\$11.00
4	1 - 4" Conduit	LF	1	\$15.00
5	1 - 6" Conduit	LF	1	\$25.00
6	1 - 8" Conduit	LF	1	\$40.00
7	2 - 2" Conduit	LF	1	\$12.00
8	3 - 2" Conduit	LF	1	\$15.00
9	5 - 2" Conduit	LF	1	\$22.00
10	10 - 2" Conduit	LF	1	\$40.00
11	Coupling two Directional Bore Conduits (SCR 13.5) together with E-lock coupling 2"	Per Coupling	1	\$16.00
12	Coupling two Directional Bore Conduits (SCR 13.5) together with E-lock coupling 1 1/4"	Per Coupling	1	\$14.00
13	Dewatering	LS	1	\$500.00
14	Rock Excavation	LF	1	\$10.00
15	Trench Shoring	EA	1	\$5.00
16	Restoration	EA	1	\$5.00
17	Sod	SY	1	\$5.00
18	4 - 1 1/4" sdr 13.5 Blu, Org, Grn, Yel	LF	1	\$12.50
18a	3 - 1 1/4" sdr 13.5 Blu, Org, Grn.	LF	1	\$11.00
18b	1 - 1 1/4" sdr 13.5 Conduit color optional	LF	1	\$8.50
19	4 - 2" Conduit	LF	1	\$18.00
20	1 - 4" Conduit	LF	1	\$15.00
21	4 - 1 1/4" sdr 13.5 Blu, Org, Grn, Yel & 1 - 2" Grey conduit	LF	1	\$15.50
22	4 - 1 1/4" sdr 13.5 Blu, Org, Grn, Yel & 2 - 2" Grey conduit	LF	1	\$18.50
23	1 - 1 1/4" sdr 11 conduit	LF	1	\$8.50
24	1 - 2" sdr 11 conduit	LF	1	\$9.50
25	1 - 3" sdr 11 conduit	LF	1	\$12.00
26	1 - 4" sdr 11 conduit	LF	1	\$16.00
<b>TRENCHING FURNISH AND INSTALL</b>				
27	4 - 1 1/4" sdr 13.5 Blu, Org, Grn, Yel	LF	1	\$4.50
28	1 - 2" Conduit	LF	1	\$3.50
29	2 - 2" Conduit	LF	1	\$4.75
30	3 - 2" Conduit	LF	1	\$6.00
31	4 - 2" Conduit	LF	1	\$7.00
32	5 - 2" Conduit	LF	1	\$8.50
33	1 - 3" Conduit	LF	1	\$3.75
34	1 - 4" Conduit	LF	1	\$4.00
35	4 - 1 1/4" sdr 13.5 Blu, Org, Grn, Yel & 1 - 2" Grey conduit	LF	1	\$6.00
36	4 - 1 1/4" sdr 13.5 Blu, Org, Grn, Yel & 2 - 2" Grey conduit	LF	1	\$6.50



ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
<b>TRENCHING INSTALL ONLY (MATERIAL SUPPLIED BY OTHERS)</b>				
37	4 - 1 1/4" sdr 13.5 Blu, Org, Gm, Yel	LF	1	\$3.00
38	Installing 1 - 2" Conduit by Trenching	LF	1	\$3.00
39	Installing 2 - 2" Conduit by Trenching	LF	1	\$3.50
40	Installing 3 - 2" Conduit by Trenching	LF	1	\$4.00
41	Installing 4 - 2" Conduit by Trenching	LF	1	\$4.75
42	Installing 5 - 2" Conduit by Trenching	LF	1	\$5.50
43	Installing 1 - 3" Conduit by Trenching	LF	1	\$3.00
44	Rock Excavation	LF	1	\$10.00
45	Trench Shoring	EA	1	\$1.00
46	3 - 1 1/4" sdr 13.5 Blu, Org, Gm	LF	1	\$3.00
47	1 - 1 1/4" sdr 13.5 Conduit Color Optional	LF	1	\$3.00
48	Restoration	EA	1	\$1.00
49	Sod	SY	1	\$10.00
<b>PULL BOX INSTALLATION (PER LEE COUNTY PLANS &amp; SPECIFICATIONS 3.2)</b>				
50	Small Pull Box: 17" x 30"	EA	1	\$300.00
51	Medium Pull Box: 24" x 36"	EA	1	\$550.00
52	Large Pull Box: 30" x 48"	EA	1	\$800.00
<b>CABINET BASE INSTALLATION (PER LEE COUNTY PLANS &amp; SPECIFICATIONS)</b>				
53	Quazite Cabinet Base: 40" x 58"	EA	1	\$1,800.00
54	Furnish & Install #10 Locate Wire in Existing Conduit as Directed	LF	1	\$0.40
55	Furnish & Install Pull String in Existing Conduit as Directed	LF	1	\$0.20
56	Install one conduit "any size" into existing pull box or cabinet base	EA	1	\$75.00
57	Install two conduits "any size" into existing pull box or cabinet base	EA	1	\$75.00
58	Install three conduits "any size" into existing pull box or cabinet base	EA	1	\$100.00
59	Install four conduits "any size" into existing pull box or cabinet base	EA	1	\$125.00
60	Install five conduits "any size" into existing pull box or cabinet base	EA	1	\$150.00

**CONDUIT NOTES (REFERENCE LEE COUNTY PLANS & SPECIFICATIONS & FDOT STANDARDS)**

\* All orange 1 1/4" SDR 13.5 conduits shall have a #10 AWG stranded copper THHN wire pulled in conduit.

Three to five feet of wire shall be installed in each pull box, with wires continuous from start to end of total conduit installation. Where wire needs to be spliced a copper split bolt will be used.

\* All conduits, other than 1 1/4" orange shall have a pull string installed. Pull string must be secured to side of conduit end.

\* All conduits entering a pull box or cabinet base shall have duct seal installed.

\* All conduit will be paid by length of run; point to point.

- (b) In the event the award is made to this BIDDER, the BIDDER will enter into a formal written agreement with the COUNTY in accordance with the accepted bid, will execute the contract contained within these documents, and provide a Public Payment and Performance Bond from a Surety in good standing with the Florida Department of State who is licensed to do business in Florida and acceptable to the OWNER. The Public Payment and Performance Bond shall be in the amount of one hundred percent (100%) of the accepted bid. The BIDDER shall, within seven calendar days of the Notice of Award, submit the required Certificates of Insurance. The BIDDER further agrees that in the event of the BIDDER'S default of breach of any of the agreements of this proposal, the bid deposit shall be forfeited.

**NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.**

4. Acknowledgment is hereby made of receipt of the following Addenda issued during the bidding period.

Addendum No. 1 Dated 2/26/14 Addendum No.     Dated           

Addendum No.     Dated            Addendum No.     Dated           

5. If awarded this construction contract, the BIDDER agrees to complete the work covered by this contract as follows:

(a) Substantially complete in N/A consecutive calendar days from date of Official Notice to Proceed.

(b) Final completion in N/A consecutive calendar days from the date of Official Notice to Proceed.

(c) Both the COUNTY and CONTRACTOR recognize that the liquidated damages reflect a good faith estimate and that the injury to COUNTY which could result from a failure of CONTRACTOR to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the CONTRACTOR.

\$50,000.00 and Under - \$313.00/Day

Over \$50,000.00 but less than \$250,000.00 - \$580.00/Day

\$250,000.00 but less than \$500,000.00 - \$715.00/Day

6. Neither the undersigned nor any other person, firm or corporation named herein, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the COUNTY, also that no head of any department or employee therein, or any officer of Lee County, Florida is directly interested therein.

This proposal is genuine and not collusive or a sham; the person, firm or corporation named herein has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the unit prices of said proposal or proposals of any other bidder, or to secure any advantage against the COUNTY or any person, firm or corporation interested in the proposed contract; all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named herein, has directly or indirectly submitted said proposal or the contents thereto, to any association or to any member or agent thereof.

7. The below signed BIDDER agrees to comply with all applicable provisions as set forth in the Anti-Discrimination requirements included as part of the General Conditions of this documents. The BIDDER further agrees to hold harmless, defend and indemnify the COUNTY and its agents for any losses including attorney's fees, incurred as a result of its failure to abide by the applicable Anti-Discrimination laws.

Kevin D. Yochum  
 (Name of License Holder)

CUC12234  
 (State Certificate No.)

Lee County - 0201261  
 (Occupational No.)  
 (specify jurisdiction)

\_\_\_\_\_  
 (Lee County Competency No.)

PO100011771  
 (State Registration No.)

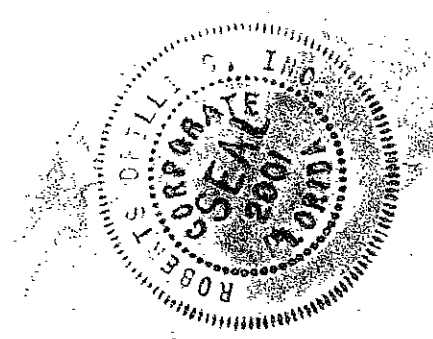
In witness whereof, the BIDDER has hereunto set his signature and affixed his seal this 14 day of March, A.D., 2014.

ATTEST: *[Signature]* (SEAL)  
 Secretary

By: Printed Kevin D. Yochum

By: Signature *[Signature]*

TITLE: Vice President



Roberts Drilling, Inc.  
 Company Name

Kevin Yochum  
 Contact Person

6261 Buckingham Road  
 Mailing Address

kdyochum@comcast.net  
 E-mail of Contact Person

Ft. Myers, FL 33905  
 City, State, and Zip

239-693-6149  
 Phone Number

239-694-8448  
 Fax Number

March 14, 2014

PURCHASER ROBERTS DRILLING

\*\$15,000.00\*

PAY TO \*\*\*LEE COUNTY BOARD OF COMMISSIONERS\*\*\*

PAY EXACTLY \$15,000DOL00CTS

NOT NEGOTIABLE

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER - THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX

ROBERTS DRILLING



208192

63-3771670  
00990019

REMITTER  
NOTICE TO CUSTOMER THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE THIS CHECK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

CASHIER'S CHECK

VOID AFTER ONE YEAR  
March 14, 2014

PAY EXACTLY \$15,000DOL00CTS

\*\$15,000.00\*

PAY TO THE ORDER OF

\*\*\*LEE COUNTY BOARD OF COMMISSIONERS\*\*\*

*Staci Jones*  
AUTHORIZED SIGNATURE



⑈ 208192⑈ ⑆067003778⑆ 00 99 001 906⑈



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/8/2014

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 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).


<b>PRODUCER</b> Lykes Insurance, Inc. P.O. Box 60043 Fort Myers FL 33906-6043	<b>CONTACT NAME:</b> Alefa Kerry <b>PHONE (A/C, No, Ext):</b> 239-931-3015 <b>E-MAIL ADDRESS:</b> akerry@lykesinsurance.com		<b>FAX (A/C, No):</b> 239-931-5604
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> ROBER-B Roberts Drilling, Inc. & Anna Yochum 6261 Buckingham Road Fort Myers FL 33905	<b>INSURER A:</b> Auto-Owners Insurance		<b>NAIC #</b> 18988
	<b>INSURER B:</b> Owners Insurance Co.		32700
	<b>INSURER C:</b> Bridgefield Employers Ins Co.		10701
	<b>INSURER D:</b> Southern-Owners Insurance Co.		10190
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:** 1778014463                      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		20610183	3/1/2014	3/1/2015	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			4323894801	1/1/2014	1/1/2015	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			4323894800	1/1/2014	1/1/2015	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0830-13310	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees and public officials are listed as additional insureds with respects to general liability, as per endorsement 55169 12/04.

<b>CERTIFICATE HOLDER</b>  Lee County Board of County Commissioners P.O. Box 398 Fort Myers FL 33902-0398	<b>CANCELLATION</b>  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 

**COMMERCIAL GENERAL LIABILITY**  
55169 (12-04)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED -  
STATE OR POLITICAL SUBDIVISIONS - PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**State or Political Subdivision:**

LEE COUNTY BOARD OF COUNTY COMMISSIONERS CONTRACTS MANAGEMENT/

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any state or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- 2. This insurance does not apply to:
  - a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for the state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B. Under SECTION III - LIMITS OF INSURANCE**, the following is added:

The limits of liability for the additional insured are those specified in the written contract or agreement between the insured and the state or political subdivision, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.