



Board of County Commissioners Meeting Agenda

District #1
John E. Manning

District #2
Cecil L. Pendergrass

District #3
Larry Kiker

District #4
Brian Hamman
Chair

District #5
Frank Mann
Vice Chair

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

April 21, 2015

If you plan to address the Board, please complete a "Public Comment Card" located on the table outside the Chamber entrance. Completed cards should be returned to the Staff table at the right of the podium prior to the start of the meeting. Or you can submit your comment electronically by clicking on the agenda item below. Then click the "Make a Comment" button that appears in the right column. All back up for this agenda is available on the Internet at <http://www.lee-county.com>. **PLEASE NOTE:** During this meeting the Board may convene and take action in its capacity as the Lee County Port Authority or the Lee County Government Leasing Corporation.

**COMMISSION CHAMBERS, 2120 MAIN STREET, FORT MYERS, FLORIDA
9:30 AM**

Invocation: Paul Lodato, WRXY TV CTN10 Christian Television

Pledge of Allegiance

Ceremonial Presentations

Recap

Agenda Items

- Items to be pulled for discussion by the Board
 - **Public comment on balance of items**
- Motion to approve balance of items
- Consideration of items pulled for discussion
 - **Public comment taken on each pulled item as it is considered**

Public Hearings

Walk-ons and Carry-overs

Commissioners' Items/Committee Appointments

County Manager Items

County Attorney Items

Public Presentation of Matters by Citizens

Work Session Update

- Public Comment on Work Session

Adjourn

CEREMONIAL PRESENTATIONS

1. **Presentation recognizing Fair Housing Month (#20150182-COMMISSIONER MANN)**
2. **Presentation of the 2015 1st Quarter Employee Length of Service Awards (#20150183-HUMAN RESOURCES)**

AGENDA ITEMS

CONSTITUTIONAL OFFICERS

1. **Approve and record County disbursements per Florida law**
(No funding required.):
Florida Statute Chapter 136.06(1) requires that all County disbursements be recorded in the Minutes of the Board. This is for the check and wire registers viewable on the Clerk's website.
(#20150189-CLERK OF COURTS)
2. **Approve the Minutes for meetings of the Board of County Commissioners**
(No funding required.):
Approves the Minutes for meetings of the Board of County Commissioners.
(#20150190-CLERK OF COURTS)

COUNTY LANDS

3. **Grant a Utility Easement to FP&L Co. for Pinewoods Wellfield Electrical Upgrade Project No. 7607**
(Closing Costs, including recording fees, are estimated to be \$50.):
Grants a Utility Easement required by Florida Power & Light Company (FP&L), to provide an underground electrical service upgrade to Pinewoods Wellfield Project. Construction of this project is planned for the FY2015/16 for a total estimated project cost of \$4,312,609. (#20150158-COUNTY LANDS)
4. **Approve purchase of Parcels 227 and 227PE for the Homestead Road Widening Project 5063**
(Purchase Price: \$3,250; Closing Costs, including recording fees and title expenses, are estimated to be \$750; Road Impact Fees; Included in FY 2014/2015 CIP Budget. Transportation.):
Approve purchase in the amount of \$3,250, for Parcels 227 (320 sq. ft. fee-simple), 227PE (320 sq. ft. slope easement) from an improved residential property, which are necessary for the Homestead Road Widening Project No. 5063. Construction of this 2.26 mile widening project is planned for the 2015/16 fiscal year. (#20150159-COUNTY LANDS)
5. **Accept donation of Parcel 101-DE for the Haviland Ave South Drainage Improvements Project**
(Closing Costs, including recording fees, are estimated to be \$50; Trust Fund; Included in the FY 2014/15 Budget. Transportation.):
Accept donation of Parcel 101-DE (1,250 sq. ft. drainage easement from a residential property), which is necessary for the installation of stormwater drainage improvements, in accordance with the Haviland Avenue South Drainage Improvements Project. Construction of project is planned for 2014/15 fiscal year. (#20150160-COUNTY LANDS)
6. **Accept donation of Parcel 208A for the Ortiz Avenue Widening Project 4072**
(Closing Costs, including recording fees, are estimated to be \$100; Road Impact Fees; Included in FY 2014/2015 CIP Budget; Transportation.):
Accept donation of Parcel 208A (3,306 sq. ft. fee-simple), a partial acquisition from an improved commercial property, which is necessary for the Ortiz Avenue Widening Project No. 4072 between Dr. Martin Luther King Jr. Blvd. and Luckett Road. Construction of this widening project is not funded in the 5-year Capital Improvement Program. (#20150169-COUNTY LANDS)

7. **Accept donation of Parcel 101-DE for the Dewberry MSTBU Operations & Maintenance Unit Project**
(Closing Costs, including recording fees, are estimated to be \$50 and are included in the budget.):
Accepts donation of Parcel 101-DE (475 sq. ft. Perpetual Stormwater Drainage Easement) from an improved residential property, for maintenance purposes, necessary for the Dewberry MSTBU Operations & Maintenance Unit Project located in St. James City. . (#20150170-COUNTY LANDS)
8. **Accept donation of Parcel 102-DE for the Dewberry MSTBU Operations & Maintenance Unit Project**
(Closing Costs, including recording fees, are estimated to be \$50 and are included in the budget.):
Accepts donation of Parcel 102-DE (475 sq. ft. Perpetual Stormwater Drainage Easement) from an improved residential property, for maintenance purposes, necessary for the Dewberry MSTBU Operations & Maintenance Unit Project located in St. James City. (#20150171-COUNTY LANDS)
9. **Accept donation of Parcel 100-DE for the Dewberry MSTBU Operations & Maintenance Unit Project**
(Closing Costs, including recording fees, are estimated to be \$50 and are included in the budget.):
Accepts donation of Parcel 100-DE (475 sq. ft. Perpetual Stormwater Drainage Easement) from an improved residential property, for maintenance purposes, necessary for the Dewberry MSTBU Operations & Maintenance Unit Project located in St. James City. (#20150172-COUNTY LANDS)
10. **Approve purchase of Parcel 208B for the Ortiz Avenue Widening Project 4072**
(Purchase Price: \$2,500; Closing Costs, including recording fees, are estimated to be \$850; Road Impact Fees; Included in FY 2014/15 CIP Budget; Transportation.):
Approve Agreement for purchase of Parcel 208B (596 sq. ft. fee-simple), a partial acquisition from an improved commercial property, which is necessary for the Ortiz Avenue Widening Project No. 4072 between Dr. Martin Luther King Jr. Blvd. and Luckett Road. Construction of this widening project is not in the 5-year Capital Improvement Program. (#20150173-COUNTY LANDS)

COUNTY MANAGER

11. **Amend incentive agreement with Hertz Corporation to reflect State's verification requirements**
(No funding required; Economic Development.):
Revises the format in which the Company provides its average wage data to allow Company to meet its reporting obligations as specified in agreement while protecting certain confidential information. This format reflects the State's employment verification requirements. This amendment also provides that Company will reimburse County for expenses incurred for onsite compliance auditing.
(#20150181-ECONOMIC DEVELOPMENT)
12. **Convey the completeLee Community Sustainability Plan to the Southwest Florida Community Foundation**
(No funding required.):
Transfers ownership of, and responsibility for, the completeLee community sustainability plan to the Southwest Florida Community Foundation, Inc. This transfer will facilitate broader engagement of the many public and private entities throughout the community that will be pivotal in implementing the goals and objectives outlined in the completeLee plan. (#20150194-COUNTY MANAGER)

13. Approve Board FY15-16 Draft Budget Policies

(Not applicable.):

This action formally approves the Board's policy direction from its April 7 Budget Work Session and codifies the assumptions to be used in developing the Continuation Budget for the first Draft Budget Work Session on June 2. The policy direction is as follows:

1. Reaffirm the Continuation Budget policy, which is to cost the existing service levels, without enhancements, from this year to next year.
2. Identify a list of one-time, non-recurring expenses (typically major capital maintenance expenses or deferred equipment purchases) that could be funded with excess (above 20%) reserves. The list of projects should not have increased operational impacts.
3. Consider special funding requests and/or partnerships only after the Continuation Budget has been agreed upon.
4. Provide the Board options for beginning to close an infrastructure funding gap, primarily for roads.
5. Provide the Board funding options for concurrent design and construction of the Bonita Springs and North Fort Myers community libraries.
6. Develop an internal loan policy for short-term funding needs.
7. Schedule a work session on the distribution of the tourist tax within the statutory spending categories. (#20150196-COUNTY MANAGER)

FACILITIES CONSTRUCTION AND MANAGEMENT

14. Approve STA for Pine Island Commercial Marina Bid Process and Construction Services

(\$74,320; West Coast Inland Navigation District (WCIND); Included in FY 14/15 budget.):

This item is for the approval of an STA in the amount of \$ 74,320.00 for professional services work by Coastal Engineering Consultants, Inc., (a local vendor) for Pine Island Commercial Marina Bid Process and Construction Services. The added dollars of \$74,320.00, brings the overall total of Coastal Engineering Consultants, Inc. contract No. 6181 to \$123,366.00. The engineering services to be performed by Coastal is to provide engineering design to replace the west L shape dock, repair the boat ramp, dredge the area around the marina and obtain all required permits. The estimated cost for all of the improvements is \$1,069,831 which is made up of the current budget of \$980,000 (\$200,000 from the Boating Improvement Fund and \$780,000 from the General Fund to be reimbursed by WCIND) and previous costs of \$89,831 from the General Fund.

(#20150168-FACILITIES CONSTRUCTION AND MANAGEMENT)

LIBRARY

15. Receipt of State Aid Grant Funding and two donations

(\$689,307; Library; Not included in original budget.):

Recognizes the receipt of and approves a budget adjustment of \$689,307 for the receipt of the first installment receipt of the State Aid to Libraries Grant that was approved on Blue sheet 20140508. The total grant award is \$919,076. Recognize the receipt of two donations, the first a Display Case donated by the Friends of Riverdale Library to Riverdale Library with a value of \$399.99 to replace the one they donated over ten years ago. The second is 300 coupons for Ice Cream Sundaes from Applebee's with a value of \$807.00 for the Summer Reading Program (#20150164-LIBRARY)

NATURAL RESOURCES

16. **Approve amendment to DEP Agreement 10LE1, Lovers Key Beach Nourishment, extending expiration date to March 31, 2019**
(N/A; All funding is in current budget.):
Provides time to complete Year 1, Year 2 and Year 3 Physical Post Construction Monitoring
(#20150163-NATURAL RESOURCES)

PARKS AND RECREATION

17. **Approve First Amendment to Joint Participation Agreement between Lee County and the State of Florida Department of Transportation**
(Provides \$42,500 from FDOT of funding for the project with total construction cost estimate anticipated at \$168,000; \$75,000 has previously been allocated. The remaining construction costs (\$50,500) are anticipated in the Conservation 20/20 budget.):
Approves the First Amendment to the Joint Participation Agreement (a cost share agreement) that allows the State of Florida Department of Transportation to allocate the remaining funds from the original agreement. This partnership is for Phase II of the restoration project of a portion of the Six Mile Cypress Slough Preserve North, a Conservation 20/20 preserve. Upon completion of Phase II, Conservation 20/20 will be reimbursed by FDOT for their \$117,500 (\$75,000 + \$42,500) total cost share towards this project.
(#20150167-PARKS AND RECREATION)

TRANSIT

18. **Approve Amendment to SIB Loan Agreement with Florida DOT for new Lee County Transit Facility**
(\$1,406,645 principal and interest anticipated and due October 1, 2015. Remaining principal and interest will be budgeted and paid in FY15-16 (\$1,406,645) and FY16-17 (\$600,978.19).):
First Amendment to the State Infrastructure Bank (SIB) Loan Agreement acquired for the Lee County Transit Facility reduces the principal amount from \$9,000,000 to \$3,277,111 interest from \$846,515 to \$137,157 and reduces the loan repayment schedule from seven (7) to three (3) years. Total loan repayment including interest is \$3,414,268.19. Repayment schedule is for three years and begins October 1, 2015. LeeTran was able to use Federal Transit Administration (FTA) 5307 grant funds for this project reducing the amount of financing needed. The SIB loan payments will be 100% reimbursed from the 5307 grant funds. (#20150145-TRANSIT)

TRANSPORTATION

19. **Approve PB150151 for the purchase of an Altec Bucket Truck, \$184,340.00**
(\$184,340.00; Vehicle Replacement Fund; Included in Budget.):
Approves the purchase of one Altec Bucket Truck Model TA50 for use by the Traffic Division of DOT from Altec Industries, Inc. Total price, \$184,340.00. (#20150174-TRANSPORTATION)
20. **Approve \$203,462.00 for the purchase of two (2) Freightliner Dump Trucks for DOT**
(\$203,462.00; Vehicle Replacement Fund; Included in Budget.):
Approves the purchase of two (2) Freightliner dump trucks for DOT. Total cost for two (2): \$203,462.00. This price is based on State of Florida Contract 070-700-11-1. (#20150176-TRANSPORTATION)
21. **Approve the purchase of a Midland Road Widener, \$117,046.13**
(\$117,046.13; Vehicle Replacement Fund; Included in Budget.):
Authorizes the purchase of a Road Widener for DOT at a total cost of \$117,046.13.
(#20150177-TRANSPORTATION)

22. **Approve \$95,010.81 for annual lease of 2015 Vac-Con Truck for DOT Operations for five years** (\$95,010.81; Transportation Trust; included in Budget, Transportation.): Allows DOT to lease to own a Vac-Con truck with a maintenance agreement, to replace a current leased Vac-Con on which the lease is set to expire. Per year cost is \$95,010.81. (#20150178-TRANSPORTATION)

UTILITIES

23. **Removal of accounts receivable balance on customer account after settled debt agreement** (No funding required.): Removes uncollectible accounts receivable balance for financial reporting purposes on customer account after settled debt agreement on foreclosed property. (#20150154-UTILITIES)
24. **Increase annual expenditure for electronic components to \$150,000 for Bid Waiver W130180 to Rexel Mader Motor & Control** (Estimated annual expenditure of \$150,000; LCU Enterprise Fund: Included in the budget.): Increases the approved annual expenditure amount of \$100,000 to \$150,000.00 to Rexel Mader Motor and Control, sole source local distributor for Rockwell/Allen Bradley parts and services. This procurement process was advertised per the Procurement policy and no Letters of Interest were received, making the formal bid process unnecessary. This action will allow LCU to increase the approved annual expenditure for purchase of Allen Bradley controllers, frequency drives and software from the sole provider of logic controllers, variable frequency drives, software, relays and other electronic components, which are used at 80% of Lee County's Water and Wastewater facilities. (#20150142-UTILITIES)
25. **Award formal proposal RFP150110, FGCU Off Site Utility Improvements, to Andrew Sitework, LLC.** (\$2,274,050.28; Enterprise Fund; Included in FY15 Utilities CIP Budget; BoCC Strategic Priority: Managing Growth.): Awards formal proposal RFP150110 FGCU OFF SITE UTILITY IMPROVEMENTS to Andrew Sitework, LLC, in the amount of \$2,274,050.28, to install a 30" HDPE/ 24" PVC force main from the Three Oaks WWTP to Ben Hill Griffin Blvd, an 18" PVC force main and 16" DIP water main along Ben Hill Griffin Blvd from FGCU Lake Pkwy to FGCU Blvd. The improvements will meet service needs identified in FGCU's Master Plan and will improve the level of service to the FGCU campus. (#20150179-UTILITIES)

9:30 AM PUBLIC HEARINGS

1. **Conduct Public Hearing to amend Ordinance 12-22, AC-3-10 and External Fee 17-2** (No funding required.): Adoption of the proposed ordinance amends Lee County Ordinance No. 12-22, as amended, to update the cremation authorization fee from Forty-Five Dollars (\$45.00) to Fifty Dollars (\$50.00); and, establishes collection fees for late payments. Also adopts a resolution updating Administrative Code AC-3-10, the External Fees and Charges Manual. (#20150175-COUNTY ATTORNEY)
2. **Conduct Public Hearing to amend Conservation 20/20 Ordinance** (No increase to current budget.): Amends the Conservation 20/20 ordinance to incorporate changes recommended by the Board of County Commissioners, Office of the County Manager, and Conservation Lands Acquisition and Stewardship Committee. These changes are the result of discussions, work sessions, and special workshops starting in December 2013 to redefine program objectives, criteria, and review and appropriation. (#20150192-COUNTY MANAGER)

WALK-ON AGENDA

- 1. Approve and authorize the Southwest Airlines Heart of the Community Grant**
((\$50,000 to be received after the agreement is executed and under a separate bluesheet.):
This action will allow the Library System to finalize the subgrant with Southwest Airlines. The Southwest Airlines Heart of the Community program was developed to support and activate public spaces in the heart of cities. Launched in April 2014, the program aims to support Placemaking – a movement that reimagines public spaces as the heart of every community. Southwest Airlines is committed to leveraging the power of Placemaking to strengthen connections between people and the places they share and to spark social, economic, and environmental benefits in communities across the country. They have awarded the Lee County Library System a \$50,000 Heart of the Community grant to activate the Cornog Plaza at the Fort Myers Regional Library. The funds will be used for programming and assets.
(#20150217-LIBRARY)

CARRY-OVER AGENDA

- 1. Award a service agreement for Solid Waste and Recycling Collection Services for Franchise Area 4**
(No funds required; Enterprise fund; Cost for residential collection is budgeted annually in the Solid Waste Department budget and collected through solid waste assessments; BoCC Strategic Priority.):
Provides approval of a service agreement with a qualified company for solid waste and recycling collections for seven years for Franchise Area No. Four (Lehigh Acres, East Ft. Myers, Alva areas). Collection services include garbage, recycling, yard waste, e-waste, and bulky items for a 7-year term, with options for two one-year extensions. The contractor will provide and utilize 95-gallon wheeled garbage carts and an automated collection system for such carts and same-day-service for residential curbside service under the "recommended" Proposal Alternate 3. (#20150055-SOLID WASTE)

TITLE:
Presentation recognizing Fair Housing Month

ACTION REQUESTED:

FUNDING:

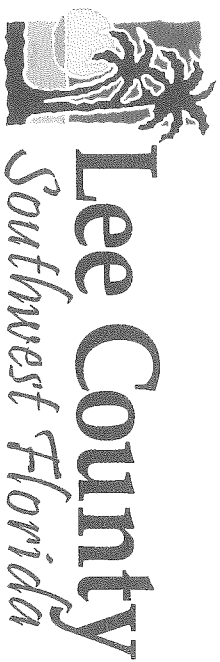
WHAT ACTION ACCOMPLISHES:

MANAGEMENT RECOMMENDATION:

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: All Department: COUNTY COMMISSIONERS Division: No Divisions By: Frank Mann

Background:

Required Review:					



The Board of County Commissioners

RESOLUTION

WHEREAS, April marks the anniversary of the passage of the Fair Housing Act of 1968, which sought to eliminate discrimination in housing opportunities and to affirmatively further housing choices for all Americans, and which enunciates a national policy of Fair Housing without regard to race, color, creed, national origin, sex, familial status, and handicap, and encourages fair housing opportunities for all citizens; and

WHEREAS, the ongoing struggle for dignity and housing opportunity for all is not the exclusive province of the Federal government; and

WHEREAS, vigorous local efforts to combat discrimination can be as effective, if not more so, than Federal efforts; and

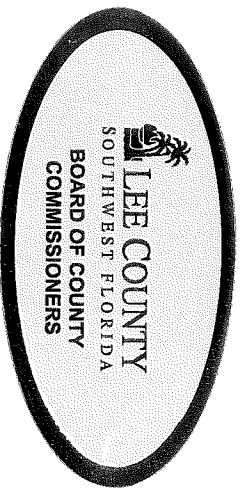
WHEREAS, illegal barriers to equal opportunity in housing, no matter how subtle, diminish the rights of all;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of County Commissioners of Lee County, Florida, in the pursuit of the shared goal and responsibility of providing equal housing opportunities for all people, does hereby join in the national celebration by proclaiming April, 2015 as

FAIR HOUSING MONTH

in Lee County and encourages all agencies, institutions and individuals, public and private, in Lee County to abide by the letter and the spirit of the Fair Housing law.

Duly executed this 21st day of April, 2015.



**BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA**

A handwritten signature in cursive script, likely belonging to the Chairman of the Board of County Commissioners.

Chairman

Blue Sheet No. 20150183	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Presentation 2
TITLE: Presentation of the 2015 1st Quarter Employee Length of Service Awards		
ACTION REQUESTED:		
FUNDING:		
WHAT ACTION ACCOMPLISHES:		
MANAGEMENT RECOMMENDATION:		
Requirement/Purpose: (specify)	Request Initiated	
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: All Department: HUMAN RESOURCES Division: No Divisions By: Stephanie Figueroa	
Background:		

Required Review:					
Stephanie Figueroa					
HUMAN RESOURCES					

LENGTH OF SERVICE REPORT

First Name	Last Name	Department	Yrs of Service
Leonardo	Avila	Animal Services	5
Michelle	Penney	Animal Services	5
Keith	Sechrist	Animal Services	5
Peter	Wisniewski	Construction And Design	25
Lynda	Thompson	County Lands	25
James	Desjarlais	County Manager	15
Anne	Henkel	County Manager	5
Kendra	Antepara	D C D Development Svcs	10
Patricia	Arnold	D C D Development Svcs	25
Chahram	Badamtchian	D C D Zoning Division	10
Pamela	Berens	D O T Engineering	10
Rodney	Jacobs	D O T Engineering	10
John	Koch	D O T Engineering	30
Kevin	Nault	D O T Operations	5
Eddie	Purnell	D O T Operations	20
Jeff	Robbins	D O T Operations	5
Charles	Robinson	D O T Operations	35
Maria	Villarreal	D O T Operations	10
Tina	Lather	D O T Tolls	25
William	Ritz	D O T Traffic	25
John	Baer	Facilities Management	10
Jesus	Caride	Facilities Management	15
Howard	Osborne	Facilities Management	10
Carlos	Cruz	Fleet Management	15
Richard	Jones	Fleet Management	5
Keith	Twardus	Fleet Management	15
Amy	Hoyt	G I S Operations	15
Linda	Waters	Hearing Examiner	10
Juan	Albino Vazquez	Human Services	5
Barbara	Crist	Human Services	20
Melissa	Espinosa	Human Services	5
Arthur	Beaudrie	Library	10
Robin	Hays	Library	10
Pamela	Abbott	Parks And Recreation	25
Dorothyann	Barilla	Parks And Recreation	10
Cindy	Carter	Parks And Recreation	20
Velton	Corbett	Parks And Recreation	15
Jason	Eash	Parks And Recreation	5
James	Francisco	Parks And Recreation	5
Aaron	Geary	Parks And Recreation	10
Michael	Hammond	Parks And Recreation	10
Richard	Harris	Parks And Recreation	10
Ronald	Larose	Parks And Recreation	15
Brady	Marshall	Parks And Recreation	15
Alphonso	Mason	Parks And Recreation	10
Libby	Olive	Parks And Recreation	10
Robert	Franceschini	Procurement Management	25
Mary	Patterson	Procurement Management	10
Ted	Beard	Public Safety	25
Brenda	Bledsoe	Public Safety	20
Michelle	Desjardin	Public Safety	20
Todd	Flannery	Public Safety	10
Chelsea	Flannery	Public Safety	10
Douglas	Higgins	Public Safety	15
Teresa	Hinkle	Public Safety	10
Keith	Parsons	Public Safety	10
Adrian	Santiago	Public Safety	15
Patrick	Taymont	Public Safety	15
Michael	Avoglia	Solid Waste	25
George	Bergh	Solid Waste	5
Brian	Damota	Solid Waste	10
Emory	Smith	Solid Waste	15
Erich	Tscherteu	Solid Waste	15
Victor	Vazquez	Solid Waste	5
Larry	Austin	Transit	10
Jill	Brown	Transit	10
Kirk	Buchman	Transit	10
Harry	Gaither	Transit	10
Fred	Given	Transit	10
Michael	Grispo	Transit	10
Scott	Leonard	Transit	10
Andres	Licea	Transit	10
Mark	Mullen	Transit	10
John	Murray	Transit	10
Edward	Parke	Transit	10
Randall	Pipkins	Transit	5
Jose	Puma	Transit	10
Juan	Rodriguez	Transit	10
Jean Marc	Sanon	Transit	10
Sidney	Vargas	Transit	10
Virginia	Walters	Transit	10
Brian	Baron	Utilities	5

Benjamin	Cabrera	Utilities	10
Patricia	Dipiero	Utilities	15
Sue	Gulledge	Utilities	35
Steven	Hardwidge	Utilities	10
Debra	Long	Utilities	10
Edward	Neefe	Utilities	20
Chavious	Rose	Utilities	10
James	Shipp	Utilities	10
Simone	Behr	Visitor And Convention Bureau	10

Blue Sheet No. 20150189	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 1
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TITLE:
Approve and record County disbursements per Florida law

ACTION REQUESTED:
Request Board approves disbursements. The check and wire registers can now be viewed on the Clerk's website, www.leeclerk.org by accessing the BoCC Minutes and Documents link.

FUNDING:
No funding required.

WHAT ACTION ACCOMPLISHES:
Florida Statute Chapter 136.06(1) requires that all County disbursements be recorded in the Minutes of the Board. This is for the check and wire registers viewable on the Clerk's website.

MANAGEMENT RECOMMENDATION:
Compliance with the requirements of FS 136.06(1).

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute 136.06(1) <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: All Department: CONSTITUTIONAL OFFICERS Division: Clerk of Courts By: Terry Mallow

Background:

Required Review:					
Terry Mallow					
FINANCE					

Blue Sheet No. 20150190	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 2
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TITLE:
Approve the Minutes for meetings of the Board of County Commissioners

ACTION REQUESTED:
Approve the Minutes for meetings of the Board of County Commissioners for the following meetings:
March 17, 2015 Regular Meeting
March 18, 2015 Zoning Meeting

FUNDING:
No funding required.

WHAT ACTION ACCOMPLISHES:
Approves the Minutes for meetings of the Board of County Commissioners.

MANAGEMENT RECOMMENDATION:
Approve.

Requirement/Purpose: <i>(specify)</i>	Request Initiated
<input checked="" type="checkbox"/> Statute 286.011 <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: All Department: CONSTITUTIONAL OFFICERS Division: Clerk of Courts By: Eileen Gabrick

Background:
The summary of each of the above Minutes were provided to the Board members sitting at those meetings. Any comments from the Commissioners were taken into consideration in the development of the final Minutes.

Required Review:					
Eileen Gabrick					
MINUTES					

Blue Sheet No. 20150158	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 3
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TITLE:
Grant a Utility Easement to Florida Power & Light Co. for Pinewoods Wellfield Electrical Upgrade Project No. 7607.

ACTION REQUESTED:
A) Grant a 611 sq. ft. Utility Easement to Florida Power & Light Company (FP&L) for Pinewoods Wellfield Electrical Upgrade Project No. 7607, pursuant to the terms and conditions set forth in the FP&L easement;
C) Authorize the Chairman on behalf of the Board to execute the Utility Easement;
D) Authorize payment of necessary fees and costs to close;
E) Authorize County Lands to handle all documentation necessary to complete transaction

FUNDING:
Closing Costs, including recording fees, are estimated to be \$50.

Construction of this project is funded in LCU FY 2015/16 capital improvement program

Fund: Utilities Capital Improvements; Program: Capital Projects; Project: Pinewoods Wellfield Electrical Improvements; Account String: 20760748730.506510

WHAT ACTION ACCOMPLISHES:
Grants a Utility Easement required by Florida Power & Light Company (FP&L), to provide an underground electrical service upgrade to Pinewoods Wellfield Project. Construction of this project is planned for the FY2015/16 for a total estimated project cost of \$4,312,609.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute Chapter 125 Florida Statutes <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: Department: COUNTY LANDS Division: No Divisions By: Karen Wells

Background:
Lee County Utilities operates the Pinewoods Wellfield, which is located off Corkscrew Road in Estero. Power to the wellfield is currently supplied by aging overhead power lines. Lee County Utilities is in the process of upgrading the electrical lines and communication system with underground facilities. This will minimize repairs, the risk of power outages and potential water service disruptions due to frequent storm events. FP&L will install, own and maintain an underground power cable across Lee County owned property, and therefore has requested that Lee County grant an easement to FP&L for this purpose. The easement area is for approximately 611 square feet. This project will require two additional easements.

Required Review:					
Karen Wells	Lori Borman	Peter Winton	John J. Fredyma	Pam Keyes	Peter Winton
COUNTY LANDS	Budget Analyst	Budget Services	County Attorney	UTILITIES	County Manager

Owner: Lee County

Site Address: 11501 Corkscrew Road, Estero

STRAP No.: Partial interest in 36-46-25-E2-U2457.2364

1. Utility Easement
2. Deed of Record
3. Location Map

THIS INSTRUMENT PREPARED BY:
Department of Lee County
PO Box 398
Fort Myers, Florida 33902

ORIGINAL

Portion of Strap No.15-26-25-11-00256.0050
Pinewoods Wellfield Electrical Upgrade Project
No. 7607

UTILITY EASEMENT

Lee County, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902, in consideration of the payment of other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power and Light Company (FPL), whose address is 26430 Old 41 Road, Bonita Springs, Florida 34135, its licensees, agents, successors and assigns, an easement forever for the construction, operation and maintenance of underground electric utilities facilities, (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width, as depicted and described in attached Exhibit A.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement, including the right to install facilities, in addition to existing FPL facilities, over, under, through and within the easement area, and to operate the same for communications purposes; the right of ingress and egress to the easement area over adjacent lands under the Grantor's control; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; and to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside of the easement area that might interfere with or fall upon the lines or systems of communications or power transmission or distribution.

This grant conveys only the interest of the County and its Board of County Commissioners in the property described herein, and does not warrant the title or represent any state of facts concerning the title.

Dated: _____

ATTEST
LINDA DOGGETT, CLERK

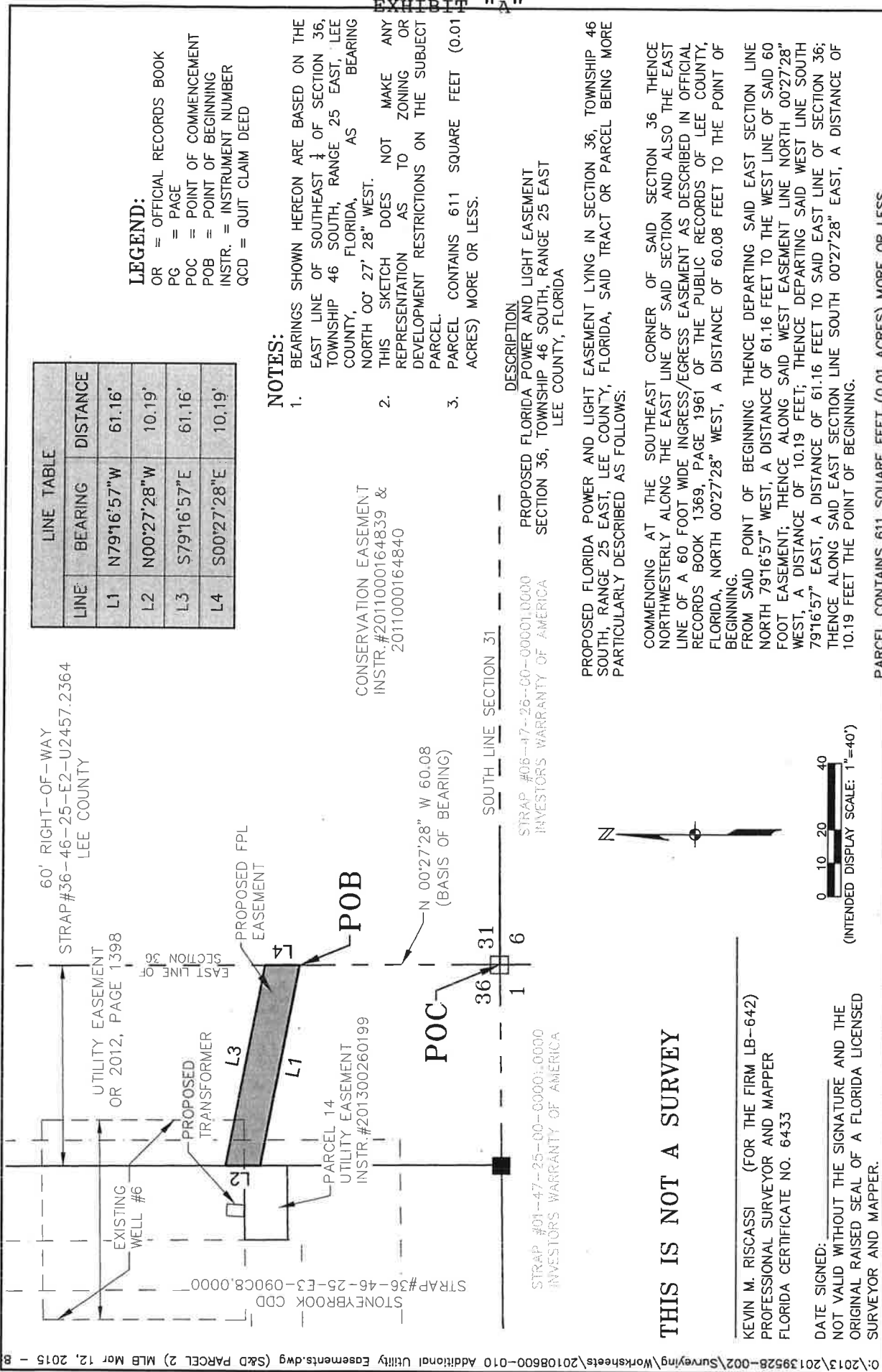
LEE COUNTY BOARD OF COUNTY
COMMISSIONERS OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

By: _____
Office of County Attorney



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N79°16'57"W	61.16'
L2	N00°27'28"W	10.19'
L3	S79°16'57"E	61.16'
L4	S00°27'28"E	10.19'

LEGEND:
 OR = OFFICIAL RECORDS BOOK
 PG = PAGE
 POC = POINT OF COMMENCEMENT
 POB = POINT OF BEGINNING
 INSTR. = INSTRUMENT NUMBER
 QCD = QUIT CLAIM DEED

NOTES:
 1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEARING NORTH 00° 27' 28" WEST.
 2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
 3. PARCEL CONTAINS 611 SQUARE FEET (0.01 ACRES) MORE OR LESS.

CONSERVATION EASEMENT
 INSTR.#2011000164839 &
 2011000164840

DESCRIPTION
 PROPOSED FLORIDA POWER AND LIGHT EASEMENT
 SECTION 36, TOWNSHIP 46 SOUTH, RANGE 25 EAST
 LEE COUNTY, FLORIDA

PROPOSED FLORIDA POWER AND LIGHT EASEMENT LYING IN SECTION 36, TOWNSHIP 46 SOUTH, RANGE 25 EAST; LEE COUNTY, FLORIDA, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36 THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID SECTION AND ALSO THE EAST LINE OF A 60 FOOT WIDE INGRESS/EGRESS EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1369, PAGE 1961 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, NORTH 00°27'28" WEST, A DISTANCE OF 60.08 FEET TO THE POINT OF BEGINNING.
 FROM SAID POINT OF BEGINNING THENCE DEPARTING SAID EAST SECTION LINE NORTH 79°16'57" WEST, A DISTANCE OF 61.16 FEET TO THE WEST LINE OF SAID 60 FOOT EASEMENT; THENCE ALONG SAID WEST EASEMENT LINE NORTH 00°27'28" WEST, A DISTANCE OF 10.19 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 79°16'57" EAST, A DISTANCE OF 61.16 FEET TO SAID EAST LINE OF SECTION 36; THENCE ALONG SAID EAST SECTION LINE SOUTH 00°27'28" EAST, A DISTANCE OF 10.19 FEET THE POINT OF BEGINNING.

PARCEL CONTAINS 611 SQUARE FEET (0.01 ACRES), MORE OR LESS.

THIS IS NOT A SURVEY

KEVIN M. RISCASSI (FOR THE FIRM LB-642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6433

DATE SIGNED: _____
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOHNSON ENGINEERING

2122 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.B. #642 & L.B. #642

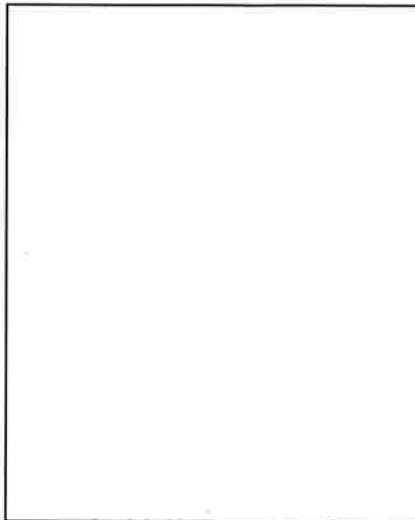
PROPOSED FLORIDA POWER & LIGHT EASEMENT SEC. 36, TWP. 46 SOUTH, RGE. 25 EAST LEE COUNTY, FLORIDA

SKETCH AND DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03/12/15	20139528-002	36-46-25	1"=40'	1 OF 1

This instrument prepared under the direction of: Bruce P. Cury, General Counsel P.O. Box 1249 Bartow, FL 33831 Department of Transportation

Parcel No.: 118.1 Item /Segment No.: 2009411 (12075-2402) Managing District: One



QUITCLAIM DEED PUBLIC PURPOSE

THIS INDENTURE, Made this 17th day of January, 2006 by and between the STATE OF FLORIDA by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, Party of the First Part, whose address is P.O. Box 1249, Bartow, Florida 33831, to LEE COUNTY POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, Party of the Second Part, whose address is P.O. Box 398, Ft. Myers, FL 33902-0398

WITNESSETH

WHEREAS, ownership of said land hereinafter described was heretofore acquired by the Party of the First Part for state highway purposes and ownership by the Party of the First part is no longer required for such purposes; and

WHEREAS, the Party of the First Part, by action of the District Secretary, District One, Florida Department of Transportation on 01-17-06, pursuant to the provisions of Section 337.25 Florida Statutes, has agreed to quitclaim the lands hereinafter described to the Party of the Second Part without consideration, to be used solely for public purpose reserving that the access easements for adjacent property owners of Parcel 118 and Parcel 184.1 (12075-2401) and public access to the subject property be in no such way hindered from use due to any fault of the Party of the Second Part.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part does hereby remise, release and quitclaim unto the Party of the Second Part, and assigns, forever, all the right, title and interest of the State of Florida Department of Transportation to the property herein described to be used solely for the public purposes, pursuant to the provisions of Section 337.25, Florida Statutes, all that certain land situate in Lee County, Florida, viz:

(See Exhibit "A" and "B" attached hereto and made a part hereof)

TO HAVE AND TO HOLD, the said premises and the appurtenances thereof unto the Party of the Second Part.

REVERTER - The properties herein described is to be used for access to maintain well sites, water treatment plant and water line infrastructure, by the Party of the Second Part. If the property ceases to be used for the above described purpose all property rights and title to and interest in the property herein shall revert back to the said Party of the First Part.

RESERVING UNTO THE PARTY OF THE FIRST PART and its successors, an undivided three-fourths interest in, and title in and to and undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on or under the said land and an undivided one-half interest in all the petroleum that is or may be in, or, under said land with the privilege to mine and develop the same on all lands wherein the grantor holds the requisite interest.

Acquisition approved by the Lee County Board of Commissioners action on DEC. 01, 2005 and accepted on behalf of the board by Paul R. Shufelt on FEB. 2, 2006 in accordance with BS 20051463, CGA

Parcel No.: 118.1
Item/Segment No.: 2009411
Managing District: One

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida and the State of Florida Department of Transportation by its District Secretary, District One and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

ATTEST: Martene F. Bridgford
(type/print name) Martene F. Bridgford
Executive Secretary

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
By: [Signature]
(type/print name) Stanley M Cann
District One Secretary

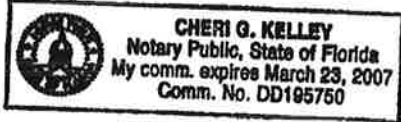
ATTEST: Dawn M. Gallon
(type/print name) Dawn M. Gallon

(Affix Department Seal)



STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 17th day of January, 2006, by Stanley M Cann, District Secretary for District One, who is personally known to me or who has produced _____ as identification.



Cheri G. Kelley
(type/print name)
Notary Public in and for the County and State last aforesaid.
My Commission Expires: 03-23-07
(Affix Notary Seal)

Approved as to form and legality
[Signature]
Attorney for Florida Department of Transportation

F.P. NO. 2009411

SECTION 12075-2402

PARCEL 118

The East 60 feet of Section 36 and the East 60 feet of Section 25
lying South of the Right of Way of Corkscrew Road, all lying in
Township 46 South, Range 25 East.

Containing 11.12 acres, more or less.

Legal Description Approved by:

William E. Ray
William E. Ray P.L.S. #2736
Date: 06-15-05
NOT VALID UNLESS EMBOSSED



EXHIBIT "A"
Page 1

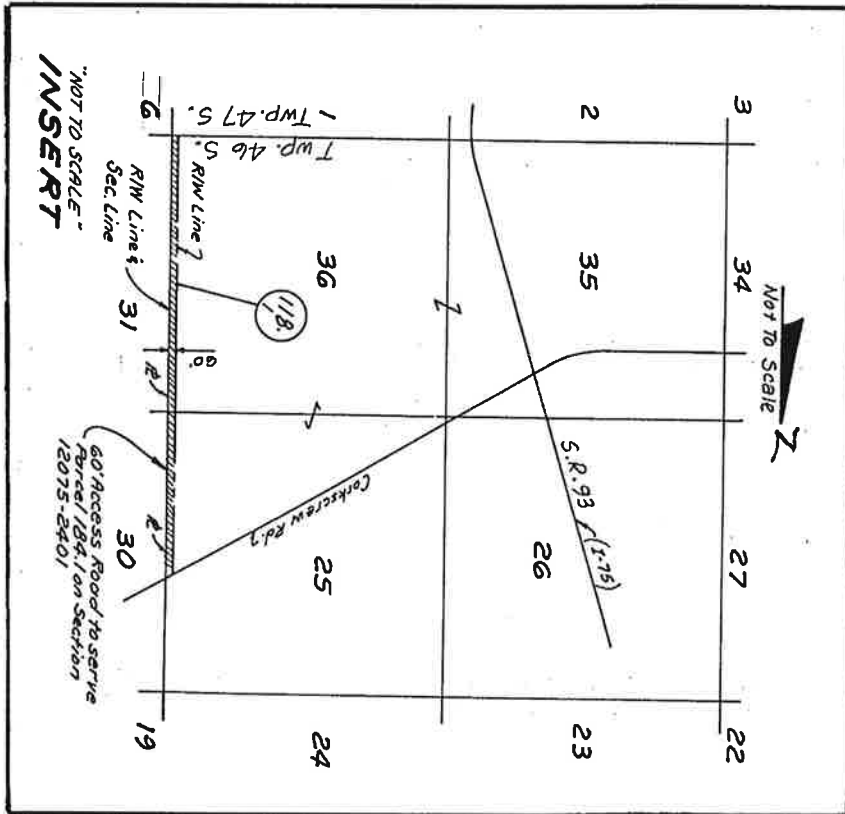
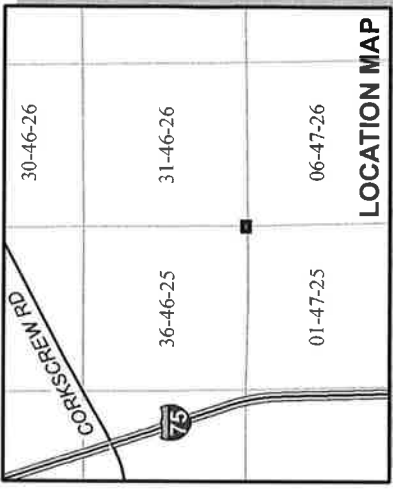


Exhibit "B"

Page 1 of 1

EXHIBIT "A"
Not A Survey

STATE OF FLORIDA		DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY MAP			
STATE ROAD NO. 93 (1-75)		LEE	COUNTY
DRAWN BY	DATE	APPROVED BY	DATE
RAZGW	2-74	C. W. Monts De Oca	
TRACED BY	DATE	DISTRICT ENGINEER	
RAZGW	2-74	Thomas C. Reed	2-16-74
CHECKED BY		ENGINEER IN CHIEF OF BUREAU	
COMPILED BY			
PRODUCED BY			
SECTION 12075-2402		SHEET 1 OF 2	



36-46-25-E2-U2457.2364
LEE COUNTY

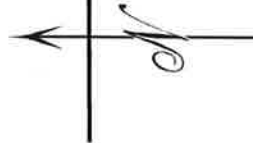
36-46-25-E3-090C8.0000
STONEBROOK CDD

31-46-26-E4-U2498.2286
PRESERVE AT CORKSCREW MASTER

10' FPL easement

01-47-25-00-00001.0000
INVESTORS WARRANTY OF AMERICA

06-47-26-00-00001.0000
INVESTORS WARRANTY OF AMERICA



THIS IS NOT A SURVEY.
THE COUNTY LANDS DIVISION HAS PREPARED THIS MAP FOR
INFORMATIONAL PURPOSES ONLY. DETAILS SHOWN MAY BE
UNOFFICIAL DETERMINATIONS AND MAY NOT BE ACCOMPANIED
BY WARRANTY OR GUARANTEE. WHILE THE DIVISION HAS MADE
EVERY EFFORT TO PROVIDE THE CORRECT INFORMATION,
INDEPENDENT VERIFICATION MAY BE REQUIRED.

LEE COUNTY
SOUTHWEST FLORIDA
Division of County Lands

- Parcels
- Proposed Easement
- Section Corner

Pinewoods Wellfield #7607 Upgrade Project
Proposed FPL Easement

DATE 3/9/2015

PROJECT NO 7607

S.T.R 36-46-25

SCALE 1" = 30'

SHEET

1 of 1

Blue Sheet No. 20150159	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 4
------------------------------------	--	-------------------

TITLE:
Approve purchase of Parcels 227 and 227PE for the Homestead Road Widening Project 5063.

ACTION REQUESTED:
A) Approve Purchase Agreement for Parcels 227 (320 sq. ft. fee-simple), 227-PE (320 sq. ft. slope easement) for the Homestead Road Widening Project No. 5063, pursuant to the terms and conditions set forth therein;
B) Authorize the chairman on behalf of the Board to execute the Purchase Agreement;
C) Authorize payment of necessary fees and costs to close;
D) Authorize County Lands to handle all documentation necessary to complete transaction.

FUNDING:
Purchase Price: \$3,250; Closing Costs, including recording fees and title expenses, are estimated to be \$750; Road Impact Fees; Included in FY 2014/2015 CIP Budget. Transportation

Construction of this project is funded in FY 2015/16 at an estimated cost of \$11,605,000. Total project cost at completion, including design, right-of-way acquisition, construction and landscaping is \$21,000,000.

Fund: Road Impact Fees-Central District; Program: Capital Projects; Project: Homestead Road Widening. Account: 20506338823

WHAT ACTION ACCOMPLISHES:
Approve purchase in the amount of \$3,250, for Parcels 227 (320 sq. ft. fee-simple), 227PE (320 sq. ft. slope easement) from an improved residential property, which are necessary for the Homestead Road Widening Project No. 5063. Construction of this 2.26 mile widening project is planned for the 2015/16 fiscal year.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute Chapter 73, 74, 125 Florida Statutes <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input checked="" type="checkbox"/> Other Blue Sheet 20140407; Resolution 13-12-09	Commissioner: Department: COUNTY LANDS Division: No Divisions By: Karen Wells

Background:
In September 2006, the Board approved, as a part of the Lee County Department of Transportation Capital Improvement Plan, the widening of Homestead Road from two lanes to four lanes from south of Sunrise Boulevard to Alabama Road. An alignment study was conducted in conjunction with the design phase of the project. The Board adopted the road alignment on March 25, 2008 and authorized the

Required Review:					
Karen Wells	Lori Borman	Peter Winton	David Loveland	John J. Fredyma	Peter Winton
COUNTY LANDS	Budget Analyst	Budget Services	DOT/ADMINISTRATI ON	County Attorney	County Manager

Division of County Lands to pursue acquisition of the necessary right-of-way needed to widen Homestead Road.

Parcels 227 (320 sq. ft. fee-simple) and 227PE (320 sq. ft. slope easement) are being acquired from an improved residential property that is zoned RS-1 and has a land use designation of Central Urban.

Property Details:

Owner: Mark F. Rice
Site Address: 24 Homestead Road North, Lehigh Acres
STRAP No.: Partial interests in 32-44-27-01-00005.0160

Purchase Details:

Purchase Price: \$3,250
Est. Closing Costs: \$750

Appraisal Information:

Appraised Value: \$1,082
Company: Maxwell, Hendry & Simmons

Staff is of the opinion that the purchase price increase of \$2,168 over the appraised value can be justified considering the costs of condemnation to be between \$4,000 and \$6,000, excluding land value adjustments and additional owner's attorney fees/costs.

The Board approved the Resolution of Necessity for these parcels on December 3, 2013, and a binding offer on August 19, 2014.

The property has not sold in the previous 5 years.

Attachments:

1. Purchase Agreement
2. Appraisal Information
3. Title Data
4. Location Maps

This document prepared by
Lee County Division of County Lands
Project: Homestead Road Widening, No. 5063
Parcel Nos.: 227, 227PE/Rice
STRAP No.: Part of 32-44-27-01-00005.0160

ORIGINAL

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
IN LIEU OF CONDEMNATION PROCEEDINGS

THIS AGREEMENT for purchase and sale of real property is made this 5th day of March, 2015 by and between Mark F. Rice, hereinafter referred to as SELLER, whose address is P.O. Box 31, Salyersville, KY 41465, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of 320 square feet more or less, and located at 24 Homestead Road North, Lehigh Acres, FL 33936, and more particularly described in attached Exhibit "A", and a perpetual slope easement consisting of 320 square feet more or less, and located at 24 Homestead Road North, Lehigh Acres, FL 33936, and more particularly described in attached Exhibit "B" (collectively referred to as the "Property"). This Property is being acquired for the Homestead Road Widening Project No. 5063 (the "Project"), with the SELLER'S understanding that the Property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Three Thousand Two-Hundred Fifty and No/100 Dollars (\$3,250.), payable at closing in U.S. Currency by official bank check. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the Property in lieu of BUYER's condemnation.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the Purchase Price, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning, use restrictions imposed by governmental authority, deed restrictions and easements acceptable to BUYER, as determined by BUYER.
4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER'S sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.
5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:
- (a) A statutory warranty deed, a Perpetual Slope Easement (the form is attached as Exhibit "C"), and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance (documents to be prepared at the BUYER'S expense);
 - (b) utility services up to, but not including the date of closing, if any;
 - (c) taxes, prorated to the day before closing;
 - (d) any and all assessments levied against the property must be paid in full at closing;
 - (e) payment of partial release of mortgage fees, if any;
 - (f) SELLER'S attorney fees, if any.
6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:
- (a) Recording fee for deed;
 - (b) survey, (if desired by BUYER).
 - (c) BUYER will pay reasonable lender processing fees and costs associated with obtaining releases of mortgage, not to exceed \$500 per release.

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing. BUYER is exempt from ad valorem taxation. SELLER will pay all taxes determined to be legally due and payable by the County Tax Collector.

This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

8. **ASSESSMENTS:** SELLER will provide any and all notices of pending or imminent assessments. Failure to disclose assessment notices becomes a breach of agreement and SELLER will be responsible to pay the full amount due.

9. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

10. **SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for such survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.

11. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

12. ABSENCE OF ENVIRONMENTAL LIABILITIES: The SELLER warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

13. TIME AND BINDING AGREEMENT: Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns.

14. DATE AND LOCATION OF CLOSING: The closing of this transaction will be held at the office of the insuring title company on or before ninety (90) days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

15. ATTORNEYS' FEES: The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

16. **REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

17. **POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

18. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

19. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

Jonita K. Risner
Brian Lopez

SELLER:

By: Mark F. Rice 3-5-15
Mark F. Rice (DATE)

LINDA DOGGETT, CLERK

BY: _____
DEPUTY CLERK (DATE)

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

By: _____
OFFICE OF THE COUNTY ATTORNEY

(DATE)

PARCEL 227
 RIGHT OF WAY TAKE
 HOMESTEAD ROAD
 LEE COUNTY PROJECT NUMBER CN-06-17

Exhibit "A"
 Page 1 of 2

THAT PORTION OF LOTS 16 AND 17, BLOCK 5, LEELAND HEIGHTS, UNIT NO. 1, AS RECORDED IN PLAT BOOK 9, PAGE 124 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LOCATED IN SECTION 32, TOWNSHIP 44 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 32; THENCE SOUTH 89°05'09" WEST, ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 1077.76 FEET TO P.I. STATION 152+68.88 ON THE SURVEY BASE LINE OF HOMESTEAD ROAD PER LEE COUNTY DEPARTMENT OF TRANSPORTATION PROJECT NUMBER CN-06-17; THENCE NORTH 45°15'31" WEST ALONG SAID SURVEY BASE LINE, A DISTANCE OF 1044.83 FEET TO STATION 163+13.71 ON SAID SURVEY BASE LINE AND A POINT ON THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF SAID LOT 17; THENCE NORTH 44°38'53" EAST ALONG THE SOUTH EASTERLY LINE OF SAID LOT 17, A DISTANCE OF 41.50 FEET TO THE SOUTHERLY CORNER OF SAID LOT 17, BEING THE POINT OF BEGINING;

THENCE NORTH 45°21'07" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOTS 16 AND 17, A DISTANCE OF 80.02 FEET TO THE WESTERLY CORNER OF SAID LOT 16; THENCE NORTH 44°38'53" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 16, A DISTANCE OF 4.00 FEET TO A POINT; THENCE SOUTH 45°21'07" EAST, A DISTANCE OF 80.02 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 17; THENCE SOUTH 44°38'53" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 17, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 320 SQUARE FEET, MORE OR LESS.

NOTE:

- THIS SKETCH OF DESCRIPTION IS BASED UPON A RIGHT OF WAY CONTROL SURVEY AND RIGHT OF WAY MAP PREPARED FOR HOMESTEAD ROAD LEE COUNTY PROJECT NUMBER CN-06-17.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED BY:
 MCKIM & CREED, P.A.

James M. Condon 6-13-09

JAMES M. CONDON (FOR THE FIRM LB 6566)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6074

PAGE 1 OF 2

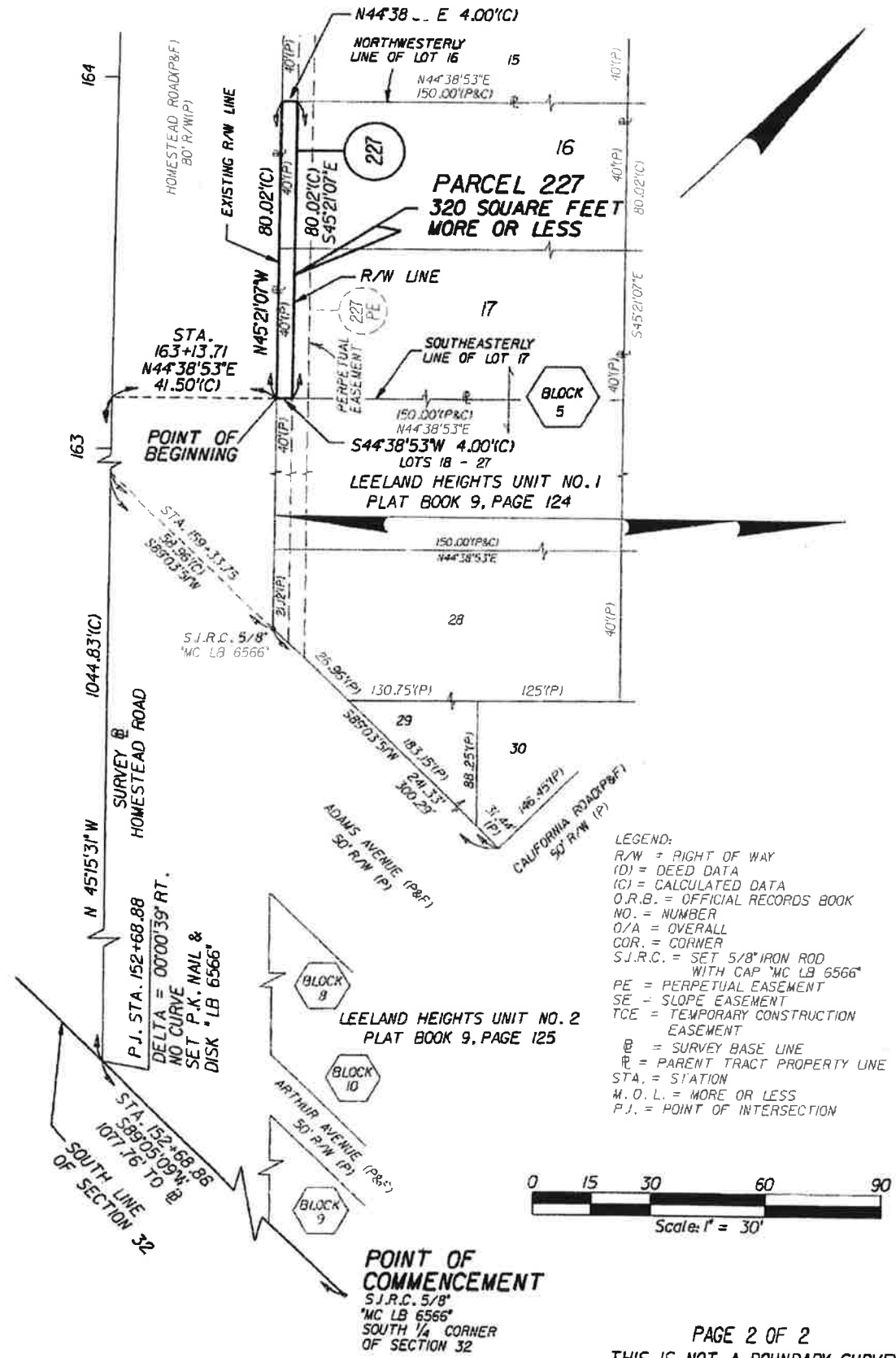
THIS IS NOT A BOUNDARY SURVEY

PROJECT NUMBER: 118J-0021	DESCRIPTION: SKETCH OF DESCRIPTION
OWNERS: MDM	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION
DATE: 05-27-2009	SEC-TWP-RGE: SEC 32, T 44 S, R 27 E
FILE: 227-1	COUNTY: LEE



MCKIM & CREED

10970 South Cleveland Avenue Suite 401
 Fort Myers, FL 33907-2315
 Phone: (239) 275-8875
 Fax: (239) 275-7029
 Licensed Business No. 5566
 www.mckimcreed.com



PAGE 2 OF 2
THIS IS NOT A BOUNDARY SURVEY

TRACT NUMBER: 1183-0021	DESCRIPTION: SKETCH OF DESCRIPTION
MADE BY: MOM	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION
FE: 05-27-2009	SEC 1/4 P. 14 S. R. 27 E FILE: 227-2 COUNTY: LEE

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Fort Myers, FL 33907-0345
Phone: (239) 275-8875
Fax: (239) 275-7029
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Licensed Business No. 6566

PARCEL 227
 PERPETUAL EASEMENT
 HOMESTEAD ROAD
 LEE COUNTY PROJECT NUMBER CN-06-17

THAT PORTION OF LOTS 16 AND 17, BLOCK 5, LEE LAND HEIGHTS, UNIT NO. 1, AS RECORDED IN PLAT BOOK 9, PAGE 124 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LOCATED IN SECTION 32, TOWNSHIP 44 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 32; THENCE SOUTH 89°05'09" WEST, ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 1077.76 FEET TO P.1. STATION 152+68.88 ON THE SURVEY BASE LINE OF HOMESTEAD ROAD PER LEE COUNTY DEPARTMENT OF TRANSPORTATION PROJECT NUMBER CN-06-17; THENCE NORTH 45°15'31" WEST ALONG SAID SURVEY BASE LINE, A DISTANCE OF 1044.83 FEET TO STATION 163+13.71 ON SAID SURVEY BASE LINE AND A POINT ON THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF SAID LOT 17; THENCE NORTH 44°38'53" EAST ALONG THE SOUTHWESTERLY EXTENSION AND THE SOUTHEASTERLY LINE OF SAID LOT 17, A DISTANCE OF 45.50 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 45°21'07" WEST, A DISTANCE OF 80.02 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 16; THENCE NORTH 44°38'53" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 16, A DISTANCE OF 4.00 FEET TO A POINT; THENCE SOUTH 45°21'07" EAST, A DISTANCE OF 80.02 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 17; THENCE SOUTH 44°38'53" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 17, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 320 SQUARE FEET, MORE OR LESS.

NOTE:

1. THIS SKETCH OF DESCRIPTION IS BASED UPON A RIGHT OF WAY CONTROL SURVEY AND RIGHT OF WAY MAP PREPARED FOR HOMESTEAD ROAD LEE COUNTY PROJECT NUMBER CN-06-17.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED BY
 MCKIM & CREED, P.A.

James M. Condon 6-13-09

JAMES M. CONDON (FOR THE FIRM LB 6566)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6074

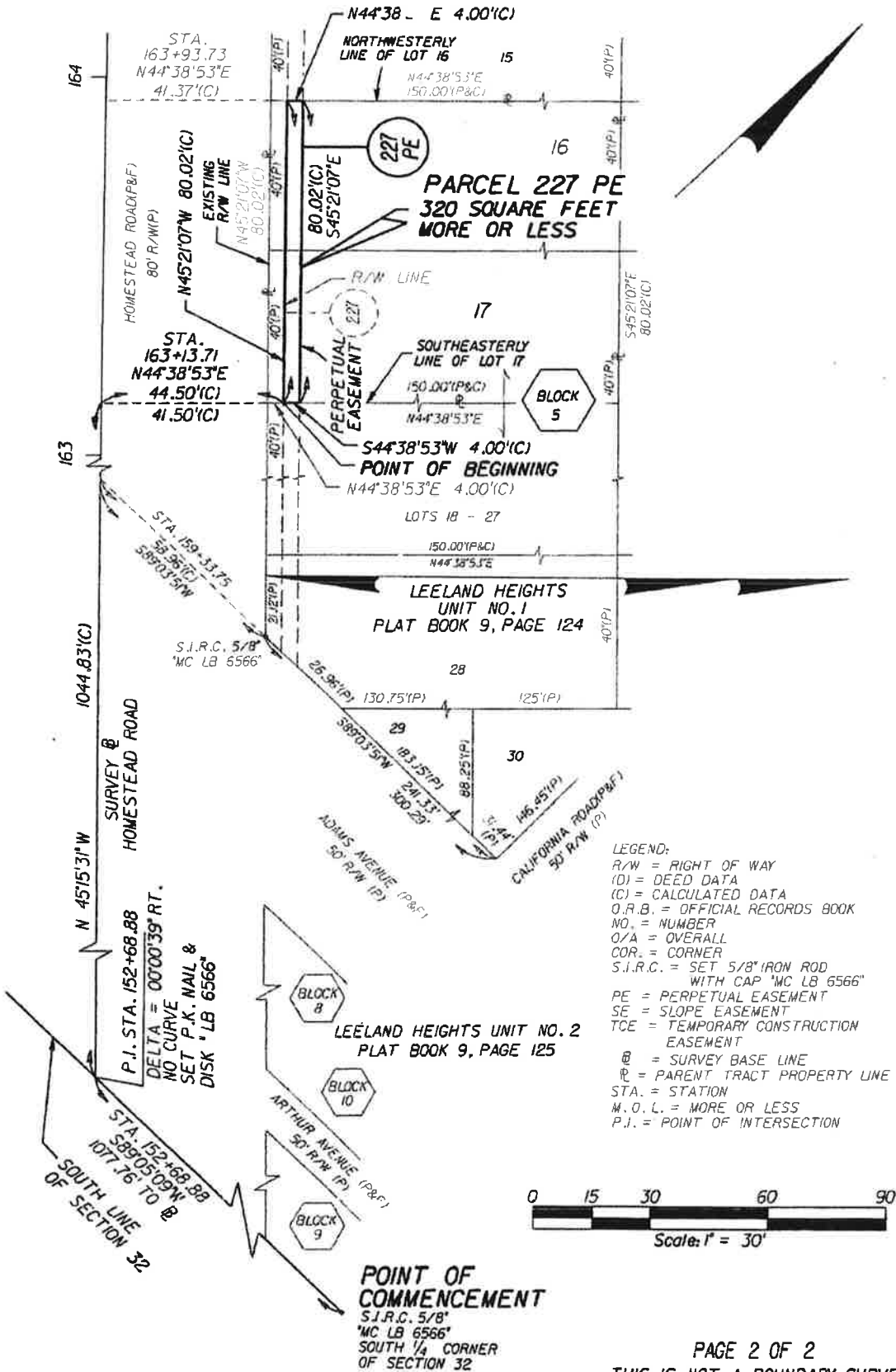
PAGE 1 OF 2

THIS IS NOT A BOUNDARY SURVEY

PROJECT NUMBER: 1183-0021	DESCRIPTION: SKETCH OF DESCRIPTION
WWW.DP: MOM	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION *
FE: 05-27-2009	SEC-TWP-RGE: SEC 32, T 44 S, R 27 E
	FILE: 227-PE-1
	COUNTY: LEE



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 Licensed Business No. 6566
 www.mckimandcreed.com



PAGE 2 OF 2

THIS IS NOT A BOUNDARY SURVEY

PROJECT NUMBER: 1183-0021	DESCRIPTION: SKETCH OF DESCRIPTION
OWN BY: NDM	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION
FILE: 05-27-2509	SEC-TWP-RGE: SEC J2, T 44 S, R 27 E
FILE: 227-PE-2	COUNTY: LEE

MFKIM & CREED
10970 South Cleveland Avenue, Suite 401
Fort Myers, FL 33907-2315
Phone: (239) 275-8875
Fax: (239) 275-7029
www.mfkimcreed.com

Licensed Business
No. 6566

This instrument prepared by:

Lee County
Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

Parcel: 227PE
Project: Homestead Road Widening Project No. 5063
STRAP No.: 32-44-27-01-00005.0160

PERPETUAL SLOPE EASEMENT AGREEMENT

This INDENTURE, made and entered into this _____ day of _____ 2014, between, **MARK F. RICE**, whose address is P.O. Box 31, Salyersville, KY 41465 (Grantor), and **LEE COUNTY, a political subdivision of the State of Florida**, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, (Grantee):

WITNESSETH:

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to the Grantee, its successors and assigns, a perpetual slope easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "A" (Easement Parcel).
2. Grantee, its successors and assigns, are granted the right, privilege, and authority, but not the obligation to construct, replace, repair, remove, extend, modify and maintain the surface grade of a slope easement in, upon, over and across the Easement Parcel to support, reinforce, and stabilize the adjacent public roadway. Grantee has the right and authority to remove and dispose of dirt, rocks and vegetation within the right of way Easement Area, subject to the terms of this easement agreement.
3. Prohibited uses consist of any excavation or alteration of the earth slope that may cause the adjacent public road way to destabilize.
4. The earthen improvements that may be placed within the Easement Parcel for roadway slope purposes are not limited to a particular type, style, material or design. These improvements may include the use of foliage or vegetation to prevent erosion.
5. Grantor may utilize the Easement Parcel provided it does not interfere with Grantee's rights contained in this easement.
6. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, its successors or assigns.

Perpetual Slope Easement Agreement

Project: Homestead Road Widening Project No. 5063

Page 2 of 3

Page 2 of 3

7. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantor covenants he is lawfully seized and possessed of the real property described in Exhibit "A", has good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

8. Grantee has a reasonable right of access across Grantor's property for the purposes of reaching the Easement Parcel on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon resulting from Grantee's use of this access right will be restored by the Grantee, to the condition in which it existed prior to the damage.

9. This easement runs with the land and is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

GRANTOR:

1st Witness Signature

Mark F. Rice Date

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

2014, by Mark F. Rice. He is personally known to me or who has produced

_____ as identification.

(type of identification)

(Signature of Notary Public)

(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

SEC. I: EXECUTIVE SUMMARY

PROJECT NAME: Homestead Road Widening Project No. 5063

PARCEL NUMBER: 227

OWNER OF RECORD: Mark F. Rice

STRAP NUMBER: 32-44-27-01-00005.0160

**MARKET ASSESSED VALUE
(PARENT TRACT):** \$33,298

FIVE YEAR SALE HISTORY: None

LOCATION: Northeasterly side of Homestead Road North between Leeland Heights Boulevard to the north and Adams Avenue to the south. The address is 24 Homestead Road North, Lehigh Acres, Florida 33936.

LAND AREA: Parent Tract: 12,000 square feet as per plat recorded in Official Plat Record Book 9, Page 124 of the public records of Lee County.
Estimated acquisition area in fee: 320 square feet
Estimated acquisition area as perpetual easement (slope): 320 square feet

IMPROVEMENTS: The parent parcel is improved with a single family home constructed in approximately 1956 containing 1,173 square feet of living area according to Lee County Property Appraiser's records. We have concluded that the acquisition areas have no impact on the improvements and therefore the value of the improvements is not included in the parent tract value estimate.

ZONING / LAND USE: Single Family (RS-1) / Central Urban

HIGHEST AND BEST USE: Single Family Residential

DATE OF VALUATION: 25 March 2014

DATE OF REPORT: 1 April 2014

VALUE ESTIMATES:
COST APPROACH: N/A
SALES COMPARISON
APPROACH (PARENT TRACT
AS VACANT): \$10,800
INCOME APPROACH: N/A

INTEREST APPRAISED: Parent Tract - Fee simple
Fee Acquisition Area - Fee Simple
Slope Easement - Servient Estate

FINAL VALUE ESTIMATE:
VALUE OF LAND AS VACANT: \$11,050 ("As Is" Before Acquisitions - including affected site improvements)
PER UNIT VALUE
(SQUARE FEET): \$0.90
VALUE AS IMPROVED: N/A
VALUE OF FEE ACQUISITION
AREA: \$288
VALUE OF EASEMENT
(SLOPE): \$288.00 x 50% of fee = \$144.00
AFFECTED SITE
IMPROVEMENTS: \$250
NET COST TO CURE
DAMAGES: \$400
TOTAL AMOUNT DUE
OWNER: \$1,082

APPRAISERS: W. Michael Maxwell, MAI, SRA
William E. McInnis, Senior Appraiser

EXTRAORDINARY
ASSUMPTIONS:

- We have estimated the size of the parent tract based on dimensions obtained from public records as well as dimensions shown on the right of way maps and sketches of the proposed acquisition areas compiled by McKim and Creed. This size estimate is utilized in good faith and this is subject to a current survey. We have assumed that the sizes provided of the proposed acquisition area in fee and as a perpetual easement, as they relate to the parent tract, acquisition areas and the remainder are true and correct.
- Currently the subject parent parcel is accessed via a service type road the majority of which appears to be outside the current and proposed right of way and easement acquisition area. It is an Extraordinary Assumption of this report that the same or similar access to the subject parent parcel will exist subsequent to the acquisition of parcels.
- Our inspection of the subject parent parcel and proposed acquisition areas were limited to those portions of the property which were visible or accessible from the surrounding roadways and paved areas. We have assumed that this level of inspection would be representative of any unobserved areas.

**EXTRAORDINARY
ASSUMPTIONS CONTINUED:**

- We have relied on information obtained from various governmental and regulatory services, including but not limited to documentation and information as to the size of the property, tax liability, and flood zone information. We have assumed that the information obtained from various sources including the client are true and correct.
- We were not provided with any environmental site assessment for the parent tract and no conditions were observed that would indicate the existence of any adverse environmental concerns associated with the property. Accordingly, we have assumed that no environmental conditions exist that would adversely affect the value.

Should any of these conditions prove to be incorrect, this could alter the opinions and conclusion contained within this appraisal and we reserve the right to amend our value conclusions.


HYPOTHETICAL CONDITIONS:

It is a Hypothetical Condition of this appraisal that the improvements on the parent parcel do not exist and the parent parcel is appraised as vacant. It is our opinion that the acquisition areas do not result in any severance damages to the remainder or improvements.

Division of County Lands

4th Updated In House Title Search
Search No. 32-44-27-01-00005.0160
Date: October 13, 2014
Parcel: 227
Project: Homestead Road Widening,
#5063

To: J. Keith Gomez, SRWA
Property Acquisition Agent

From: 
Shelia A. Bedwell, CLS, SRWA
Real Estate Title Examiner

STRAP: 32-44-27-01-00005.0160

This search covers the period of time from January 1, 1940, at 8:00 a.m. to October 6, 2014, at 5:00 p.m.

Subject Property: Lots 16 and 17, Block 5, Unit 1, Section 32, Township 44 South, Range 27 East, LEELAND HEIGHTS, Lehigh Acres, according to the map or plat thereof on file in the office of the Clerk of the Circuit Court, recorded in Plat Book 9, Page 124, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Mark F. Rice

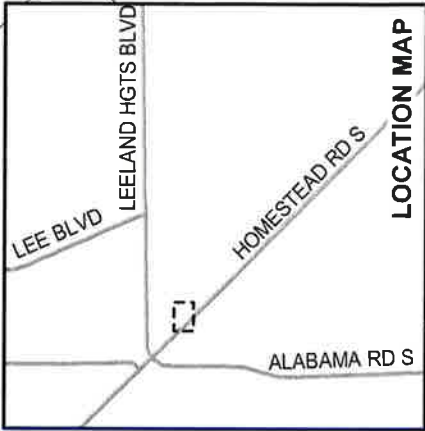
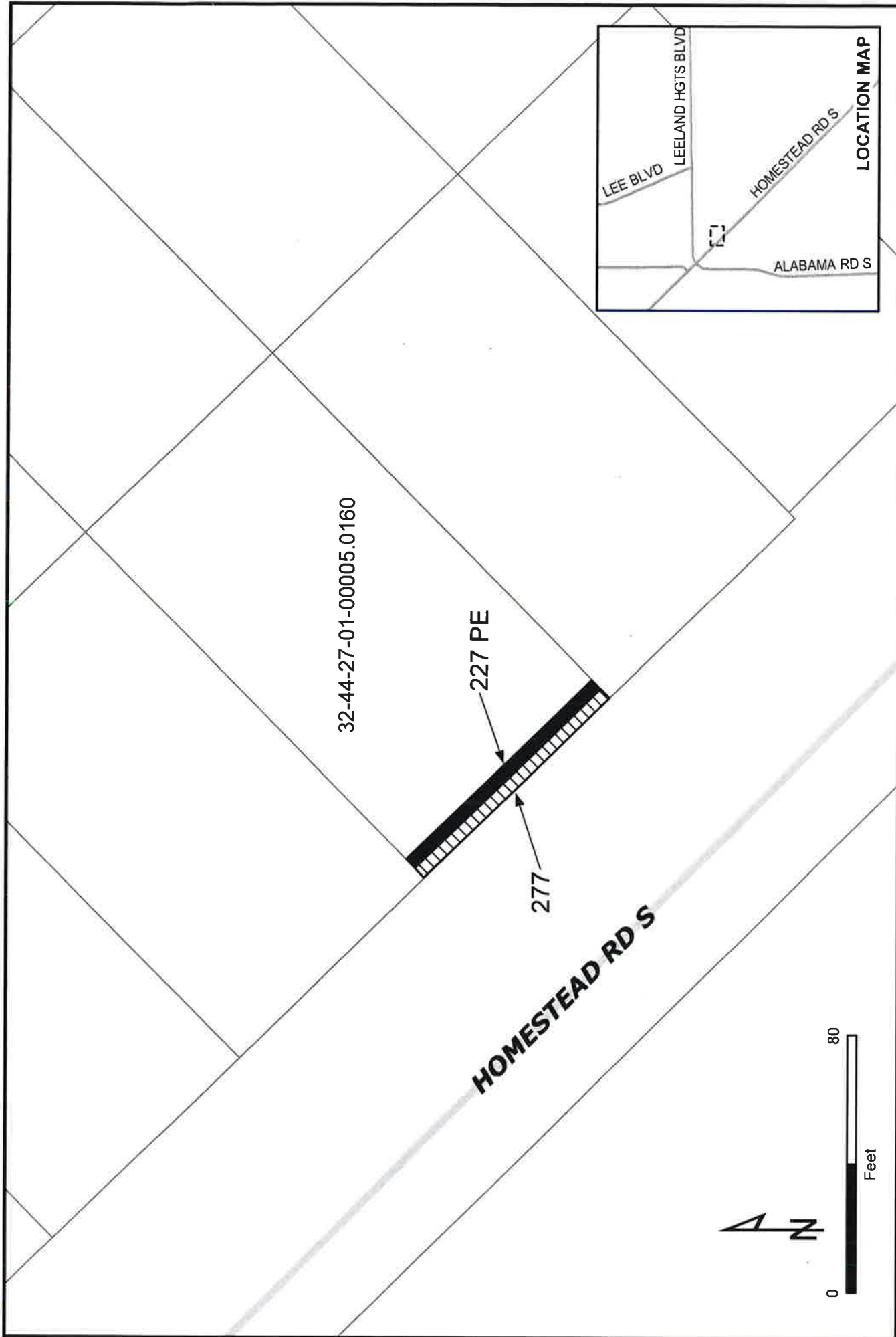
By that certain instrument dated January 3, 1992, recorded February 26, 1992, in Official Record Book 2279, Page 2714, Public Records of Lee County, Florida.

Subject to:

1. Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.
2. Restrictions in Miscellaneous Book 39, Page 33, Public Records of Lee County, Florida.
3. Lee County Ordinances relating to garbage and solid waste collection, recorded in Official Record Book 2189, Pages 3281 and 3334, Public Records of Lee County, Florida.

Tax Status: Taxes for 2013 were paid February 7, 2014 in the amount of \$730.10.
(The end user of this report is responsible for verifying tax and/or assessment information.)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.



**Location Map - Parcel 227
Homestead Road Widening Project 5063**

DATE	PROJECT NO	S/T/R	SCALE	SHEET
May 2014	32-44-27		1" = 40'	1 OF 1

Acquisition Areas

-  277
-  227 PE

THIS IS NOT A SURVEY.
THE COUNTY LANDS DIVISION HAS PREPARED THIS MAP FOR INFORMATIONAL PURPOSES ONLY. THIS WORK MAY BE UNOFFICIAL DETERMINATIONS AND MAY NOT BE RELIED UPON FOR WARRANTY OR GUARANTEE. WHILE THE DIVISION HAS MADE EVERY EFFORT TO PROVIDE THE CORRECT INFORMATION, INDEPENDENT VERIFICATION MAY BE REQUIRED.



Blue Sheet No. 20150160	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 5
------------------------------------	--	-------------------

TITLE:
Accept donation of Parcel 101-DE for the Haviland Ave South Drainage Improvements Project.

ACTION REQUESTED:
A) Accept donation of Parcel 101-DE (1,250 sq. ft. drainage easement) for the Haviland Avenue South Drainage Improvements Project, pursuant to the terms and conditions set forth in the Perpetual Stormwater Drainage Easement instrument;
B) Authorize payment of necessary fees and costs to close;
C) Authorize County Lands to handle all documentation necessary to complete transaction.

FUNDING:
Closing Costs, including recording fees, are estimated to be \$50; Trust Fund; Included in the FY 2014/15 Budget. Transportation

The total project cost, including easement acquisition and construction, is estimated to be \$9,361.54.

Fund – Transportation Trust; Program – DOT Operations; Project – Haviland Avenue South Drainage Improvements; Account: PC5410117500

WHAT ACTION ACCOMPLISHES:
Accept donation of Parcel 101-DE (1,250 sq. ft. drainage easement from a residential property), which is necessary for the installation of stormwater drainage improvements, in accordance with the Haviland Avenue South Drainage Improvements Project. Construction of project is planned for 2014/15 fiscal year.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute Chapter 125 Florida Statutes <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: Department: COUNTY LANDS Division: No Divisions By: Karen Wells

Background:
The Haviland Avenue South area in Lehigh Acres has experienced drainage problems due to damaged and insufficient stormwater infrastructure. In response to requests from residents, Lee County is planning to install approximately 175 linear feet of stormwater drainage pipe. The construction of the planned drainage infrastructure will improve the flow of stormwater from Haviland Avenue South to the Dolphin Canal. In order to complete this project, two adjoining easements were required. Both of the easements have been donated to Lee County.

Parcel 101-DE, a 1,250 sq. ft. perpetual stormwater drainage easement interest is being acquired from an improved residential property that is zoned residential (RM-2) and has a land use designation of

Required Review:					
Karen Wells	Anne Henkel	Peter Winton	David Loveland	John J. Fredyma	Peter Winton
COUNTY LANDS	Budget Analyst	Budget Services	DOT/ADMINISTRATI ON	County Attorney	County Manager

Multiple Family Development.

Owner: PropNetsCenter, a Michigan limited liability company
Address: 2400/2402 Haviland Avenue South, Lehigh Acres
STRAP No.: Easement in part of 04-45-26-05-00016.0040

The parent tract property sold on April 30, 2013.

Attachments:

1. Perpetual Stormwater Drainage Easement (Copy)
2. Title Data
3. Location Map

This Instrument Prepared by:
COUNTY LANDS DIVISION
P.O. Box 398
Fort Myers, FL 33902-0398
Parcel No.: 101-DE/PropNetsCenter
Project: Haviland Ave South - Drainage Improvements
STRAP No.: Easement in Part of 04-45-26-05-00016.0040

ORIGINAL DOCUMENTS RETAINED IN
COUNTY LANDS FILES FOR HANDLING
UPON BOARD ACCEPTANCE.

THIS SPACE FOR RECORDING

PERPETUAL
STORMWATER DRAINAGE EASEMENT

THIS INDENTURE, made and entered into this 18 day of February 2015 between PROPNETSCENTER, a Michigan limited liability company, a/k/a PROPNETSCENTER, L.L.C., a Michigan limited liability company, Owner, whose address is 38701 7 Mile Road, Suite 285, Livonia, MI 48152, hereinafter referred to as Grantor, and LEE COUNTY, a political subdivision of the State of Florida, whose address is P. O. Box 398, Fort Myers, Florida 33902-0398 hereinafter referred to as Grantee:

WITNESSETH:

1. For and in consideration of the sum of Ten (\$10,000) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to the Grantee, its successors and assigns the use of a drainage easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "A" hereto and made a part hereof.

2. Grantee, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, and maintain a stormwater drainage pipeline, and other appurtenances, to be located under, across and through the above-described property with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, dig into pavement, and remove fences when reasonably necessary for the proper operation of the said line. Grantee has the right and authority to remove and dispose of dirt, rocks and vegetation within the easement area. Grantee shall restore the surface to its prior condition at Grantee's expense.

3. The stormwater drainage easement will not be limited to any one (1) diameter size or type and/or number of connections to other stormwater lines for providing drainage pipes. The area of this stormwater drainage easement is reserved for the subsurface pipeline, except it may be used for landscaping (excluding trees), walkways, roadways, drainage way, or similar uses. Grantor may not construct houses, buildings, carports, garages, storage sheds, and other similar type structures on this easement area.

4. Title to the drainage facilities constructed hereunder shall remain in the Grantee, Grantee's successors, appointees and assigns.

5. Grantor warrants that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantor is lawfully seized and possessed of said lands, has good and lawful right and power to convey, and that the property is free and clear of all liens and encumbrances, except as recorded in the Public Records.

6. THIS AGREEMENT shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of two subscribing witnesses:

GRANTOR:
PROPNETSCENTER, a Michigan limited liability company, a/k/a, PROPNETSCENTER, L.L.C., a Michigan limited liability company

Sunil Atwani
1st WITNESS Signature

BY: [Signature]
Shafiq Kahn, Its Manager

SUNIL ATWANI
Printed Name of 1st Witness

Mosh Ruben
2nd WITNESS Signature

Mosh Ruben
Printed Name of 2nd Witness

COPY

STATE OF Michigan
COUNTY OF Wayne

The foregoing instrument was acknowledged before me this 18th day of February, 2015, by Shafiq Kahn, Manager of PropNetsCenter, a Michigan limited liability company, a/k/a PropNetsCenter, L.L.C., a Michigan limited liability company, on behalf of the company. He is personally known to me or has produced Michigan Driver License as identification.
(type of identification)



MELISSA FITZPATRICK
Notary Public - Michigan
Genesee County
My Commission Expires Jul 5, 2017
Acting in the County of Wayne

Signature of Notary Public
Melissa Fitzpatrick
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

Project: Haviland Avenue South Drainage Impr.
Parcel No.: 101-DE/Propnetscenter
STRAP No.: 04-45-26-05-00016.0040

EXHIBIT "A"
(Page 1 of 1)

The Southwesterly 10 feet of the following described property:

Lot 4, Block 16, Unit 5, Lehigh Estates, Section 4, Township 45 South, Range 26 East, Lehigh Acres, according to the plat thereof recorded in Plat Book 15, Page 85, Public Records of Lee County, Florida.

Said parcel is a 10' wide strip of land, along the side property boundary, connecting Dolphin Canal and Haviland Avenue South.

COPY

Division of County Lands**Ownership and Easement Search**

Search No. 04-45-26-05-00016.0040

Date: February 27, 2015

Parcel: 101-DE

Project: DOT Operations Haviland Avenue
South Drainage ImprovementsTo: J. Keith Gomez, SRWA
Property Acquisition AgentFrom: Shelia A. Bedwell, CLS, SRWA
Real Estate Title Examiner

STRAP: 04-45-26-05-00016.0040

Effective Date: February 19, 2015, at 5:00 p.m.

Subject Property: Lot 4, Block 16, Unit 5, Lehigh Estates, as shown on plat of the recorded subdivision recorded in Plat Book 15, Page 85, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

PropNetsCenter, a Michigan limited liability company

By that certain instrument dated April 30, 2013, recorded May 6, 2013, in Instrument Number 2013000105180, Public Records of Lee County, Florida.

Easements:

1. All lots subject to a six foot utility easement along both sides, front and back of subject property, as stated on recorded plat of the subdivision.

NOTE (1): Declaration of Restrictions recorded in Official Record Book 84, Page 310 and Official Record Book 527, Page 29, Public Records of Lee County, Florida.

NOTE (2): Lee County Ordinances relating garbage and solid waste collection, recorded in Official Record Book 2189, Pages 3281 and 3334, Public Records of Lee County, Florida.

NOTE (3): There is no record found of PropNetsCenter with the State of Florida, Department of State, Division of Corporations. PropNetsCenter, L.L.C., is an active limited liability company that is registered with the Michigan Department of Licensing and Regulatory Affairs. The last date of filing was February 26, 2015.

Tax Status: 2014 taxes were paid November 28, 2014 in the amount of \$80.29.
(The end user of this report is responsible for verifying tax and/or assessment information.)**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**




Department of Licensing and Regulatory Affairs



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CORPORATE ENTITY DOCUMENTS

PROPNETSCENTER LLC

		Number of Pages	Filing Date
	2015 ANNUAL STATEMENT	1	2/26/2015
	2014 ANNUAL STATEMENT	1	3/3/2014
	2013 ANNUAL STATEMENT	1	2/6/2013
	ARTICLES OF ORGANIZATION (DOMESTIC LLC)	2	7/16/2012

[New Search](#)

Total Documents Found: **4**

Images for recently filed documents will be available within 48 hours. If you are unable to view and/or print images, please select the "Help Menu" on the image viewer for further instructions regarding security warnings and JAVA issues (may require updated [Java software](#)).

For certified copies of filed documents or certificates contact the Corporation Division at 517-241-6470. Or, you may fax your request to 517-241-0538. Use form [CSCL/CD-274](#).

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LIMITED LIABILITY COMPANY DETAILS

Searched for: PROPNETSCENTER LLC
ID Num: D7966J
Name:PROPNETSCENTER LLC
Type: Domestic Limited Liability Company
Resident Agent: SHAFIQ KHAN
Registered Office Address: 38701 7 MILE RD STE 195 LIVONIA MI 48152
Mailing/Office Address:
Formation/Qualification Date:7-16-2012
Jurisdiction of Origin:MICHIGAN
Managed by: Managers
Status: ACTIVE **Date:** Present

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**DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU
LIMITED LIABILITY COMPANY ANNUAL STATEMENT**

2015

Identification Number D7966J	Limited Liability Company Name PROPNETSCENTER LLC
Resident agent name and mailing address of the registered office SHAFIQ KHAN	
MI	
The address of the registered office 38701 7 MILE RD STE 195	
LIVONIA MI 48152	

Electronic Signature

Filed By SHAFIQ KHAN	Title MANAGER	Phone 2484864099
--------------------------------	-------------------------	----------------------------

I certify that this filing is submitted without fraudulent intent and that I am authorized by the business entity to make any changes reported herein.

Payment Information

Payment Amount \$ 25	Payment Date/Time 02/26/2015 13:04:45	Reference Nbr 71315 6802 D7966J 2015
--------------------------------	---	--

Required by Section 207, Act 23, Public Acts of 1993

INFORMATION & INSTRUCTIONS

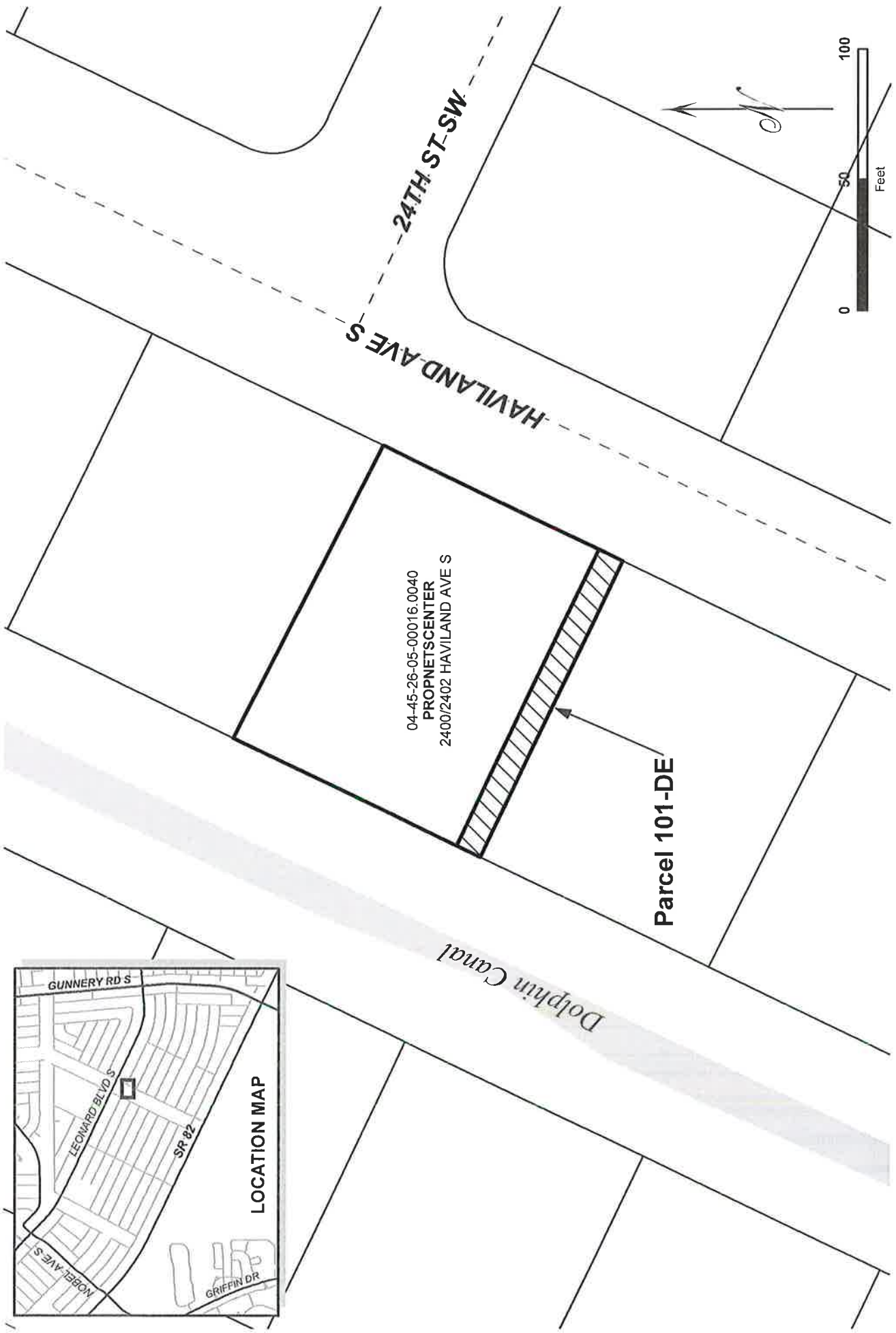
Annual Statement must be signed in accordance with MCL 450.4103.

For Domestic Limited Liability Companies - It may be signed by a member, if managed by members, by a manager if managed by managers, or by an authorized agent of the company.

For Foreign Limited Liability Companies - Must be signed by a person with authority to do so under the laws of the jurisdiction of its organization.



LOCATION MAP



04-45-26-05-00016.0040
PROPNETSCENTER
2400/2402 HAVILAND AVE S

Parcel 101-DE

THIS IS NOT A SURVEY.
THE COUNTY LANDS DIVISION HAS PREPARED THIS MAP FOR INFORMATIONAL PURPOSES ONLY. DETAILS SHOWN MAY BE UNOFFICIAL DETERMINATIONS AND MAY NOT BE ACCOMPANIED BY WARRANTY OR GUARANTEE. WHILE THE DIVISION HAS MADE EVERY EFFORT TO PROVIDE THE CORRECT INFORMATION, INDEPENDENT VERIFICATION MAY BE REQUIRED.



- Subject
- Parcels (Property Appraiser)

Haviland Avenue South Drainage Improvements
Parcel 101-DE

DATE	PROJECT NO	S.T.R.	SCALE	SHEET
2/26/2015		04-45-26	1" = 50'	1 of 1

Blue Sheet No. 20150169	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 6
------------------------------------	--	-------------------

TITLE:

Accept donation of Parcel 208A for the Ortiz Avenue Widening Project 4072.

ACTION REQUESTED:

- A) Accept Warranty Deed to Lee County for the donation of Parcel 208A (3,306 sq. ft. fee-simple) for the Ortiz Avenue Widening Project No. 4072;
- B) Authorize payment of necessary fees and costs to close;
- C) Authorize County Lands to handle all documentation necessary to complete transaction.

FUNDING:

Closing Costs, including recording fees, are estimated to be \$100; Road Impact Fees; Included in FY 2014/2015 CIP Budget; Transportation

Fund: Road Impact Fees-Central District; Program: Capital Projects; Project: Ortiz Avenue Widening.
Account: 20407238823

WHAT ACTION ACCOMPLISHES:

Accept donation of Parcel 208A (3,306 sq. ft. fee-simple), a partial acquisition from an improved commercial property, which is necessary for the Ortiz Avenue Widening Project No. 4072 between Dr. Martin Luther King Jr. Blvd. and Luckett Road. Construction of this widening project is not funded in the 5-year Capital Improvement Program.

MANAGEMENT RECOMMENDATION:

Approve

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute Chapter 125 Florida Statutes <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input checked="" type="checkbox"/> Other Resolution 11-03-11	Commissioner: Department: COUNTY LANDS Division: No Divisions By: Karen Wells

Background:

The Ortiz Avenue Widening Plans are 90% complete for the entire 3.2 mile from Dr. Martin Luther King Jr. Boulevard to Palm Beach Boulevard, including a portion of Luckett Road between Ortiz Avenue and the I-75 Interchange. Funding for the construction of the Ortiz Avenue widening project is not funded in the current 5-Year Capital Improvement Program.

Parcel 208A – 3,306 sq. ft. fee-simple is being acquired from an improved commercial property that is zoned Light Industrial and has a land use designation of Industrial. This parcel is in the segment between Dr. Martin Luther King Jr. Boulevard and Luckett Road. It is south of the area of concern noted by the

Required Review:					
Karen Wells	Lori Borman	Peter Winton	John J. Fredyma	David Loveland	Peter Winton
COUNTY LANDS	Budget Analyst	Budget Services	County Attorney	DOT/ADMINISTRATI ON	County Manager

Community Planning Panel .

Owner: LPMR Real Estate Investment Company, L.L.C., a Florida limited liability company

Site Address: 8790 Laredo Ave, Fort Myers

STRAP No.: Partial interest in 16-44-25-P3-00060.0000

Parcel 208A is being donated under the terms of a prior owner's agreement with the City of Fort Myers to convey 10 feet of right-of-way for the future widening of Ortiz Avenue.

The parent tract property sold in December 2012.

Attachments:

1. Warranty Deed (Copy)
2. Title Data
3. Location Map

This Instrument Prepared by:
County Lands Division
Post Office Box 398
Fort Myers, Florida 33902-0398
Project: Ortiz Avenue Widening, No. 4072
STRAP No.: Part of 16-44-25-P3-00060.0000
Parcel No. 208A/Annexation ROW

ORIGINAL DOCUMENTS RETAINED IN
COUNTY LANDS FILES FOR HANDLING
UPON BOARD ACCEPTANCE.

This Space for Recording

**WARRANTY DEED
(Statutory)**

THIS INDENTURE, Made this 17 day of March, 2015, between **LPMR REAL ESTATE INVESTMENT COMPANY, L.L.C.**, a Florida limited liability company, whose address is 17021 Upriver Drive, North Fort Myers, Florida 33917, GRANTOR, and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Ft. Myers, Florida, 33902-0398, GRANTEE;

WITNESSETH, That the GRANTOR, for and in consideration of the sum of \$10.00 Dollars, to them in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the GRANTEE, their heirs and assigns forever, the following described land:

The lands described in attached EXHIBIT "A".

The GRANTOR does hereby fully warrant the title to the land, and will defend the title against the lawful claims of all persons.

The property described herein does not constitute the homestead property of the GRANTOR, nor is it contiguous to the homestead property of the GRANTOR.

IN WITNESS WHEREOF, The GRANTOR has hereunto set their hands and seals on the date set forth above.

Signed, sealed and delivered in presence of two separate witnesses:

COPY

LPMR Real Estate Investment Company, L.L.C.,
a Florida limited liability company

BY: Lynda E. Phelps, Manager
Lynda E. Phelps, Manager

Crystal Hill
1st Witness Signature

Crystal Hill
Printed Name of 1st Witness

SN Rousseau
2nd Witness Signature

Michelle Rousseau
Printed Name of 2nd Witness

STATE OF Florida
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 17th day of MARCH, 2015, by Lynda E. Phelps, Manager of LPMR Real Estate Investment Company, L.L.C., a Florida limited liability company, on behalf of the company. She is personally known to me or has produced _____ as identification.

Susan J. Gaines
(Signature of Notary Public)
SUSAN J. GAINES
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)



Signed, sealed and delivered in presence of two separate witnesses:

LPMR Real Estate Investment Company, L.L.C., a Florida limited liability company

BY: Michelle Rousseau Mgr.
Michelle Rousseau, Manager

[Signature]
1st Witness Signature

Daymis Rodriguez
Printed Name of 1st Witness

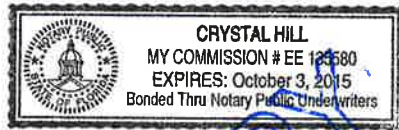
[Signature]
2nd Witness Signature

Susan Gaines
Printed Name of 2nd Witness

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 17 day of March, 2015, by Michelle Rousseau, Manager of LPMR Real Estate Investment Company, L.L.C., a Florida limited liability company, on behalf of the company. She is personally known to me or has produced _____ as identification.

SEAL



Crystal Hill
(Signature of Notary Public)

(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

COPY

**DESCRIPTION AND SKETCH FOR PARCEL 208A
SECTION 16, TOWNSHIP 44 SOUTH, RANGE 25 EAST**

PARCEL 208A

A PARCEL OF LAND LYING IN SECTION 16, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2601, PAGE 443 (LOT 6, BALLARD ESTATES UN-RECORDED) OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16 THENCE S88°14'36"W, ALONG THE SOUTH LINE OF SAID SECTION 16, A DISTANCE OF 1333.21 FEET TO THE INTERSECTION OF SAID SOUTH LINE AND THE SURVEY BASE LINE OF ORTIZ AVENUE, BEING STATION 24+40.55; THENCE N01°15'29"W, ALONG SAID BASE LINE, A DISTANCE OF 991.82 FEET TO STATION 34+32.37; THENCE LEAVING SAID BASE LINE N88°14'10"E, A DISTANCE OF 40.00 FEET TO THE EAST RIGHT OF WAY LINE OF ORTIZ AVENUE PER SECTION 1257-150 AND THE POINT OF BEGINNING; THENCE N01°15'29"W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 330.61 FEET TO THE NORTH LINE OF SAID LOT 6; THENCE N88°14'01"E, ALONG SAID NORTH LINE, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID NORTH LINE S01°15'29"E, A DISTANCE OF 330.61 FEET TO THE SOUTH LINE OF SAID LOT 6; THENCE S88°14'10"W, ALONG SAID SOUTH LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3306 SQUARE FEET, MORE OR LESS.

AREA OF REMAINDER: 4.707 ACRES, MORE OR LESS.

AREA OF PARENT TRACT: 4.783 ACRES, MORE OR LESS.

COPY

NOTE:

BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY BASE LINE OF ORTIZ AVENUE, HAVING A BEARING OF N01°15'29"W FROM P.I. STATION 24+40.55, BEING A FOUND BOLT IN CUTOUT TO P.I. STATION 37+62.98, BEING A FOUND P.K. NAIL & DISK "LB 3114".

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED BY:
AIM ENGINEERING & SURVEYING, INC.

BOB L. POTTER, P.S.M. DATE 4/2/09
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5688

THIS IS NOT A SURVEY SHEET 1 OF 2

AIM Engineering & Surveying, Inc.



5300 LEE BLVD.
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970
239/332-4569
FX:239/332-8734

Licensed Business Number 3114

PROJECT NUMBER: 05-8974	DESCRIPTION: DESCRIPTION AND SKETCH FOR PARCEL 208A ORTIZ AVENUE
DRAWN BY: L.W.C.	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION
DATE: 03/23/09	SEC-TWP-RGE: 16-44S-25E
FILE: PARCEL 208A	COUNTY: LEE COUNTY

Exhibit "A"

Page 1 of 2

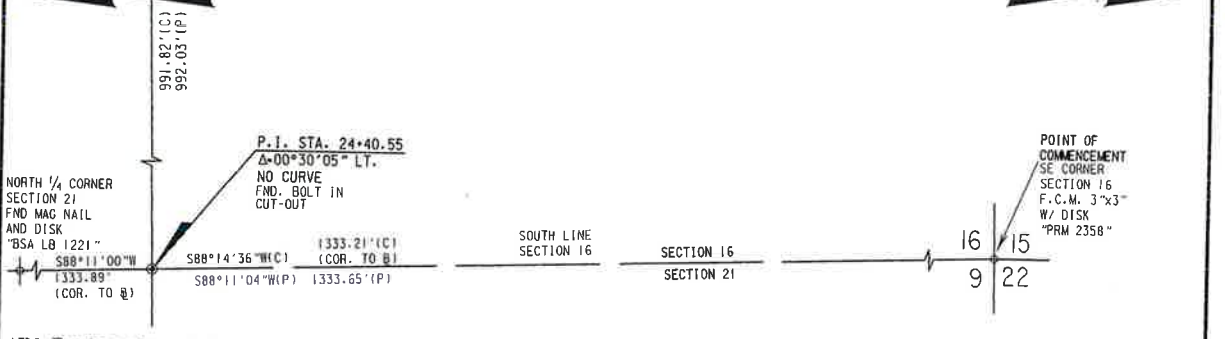
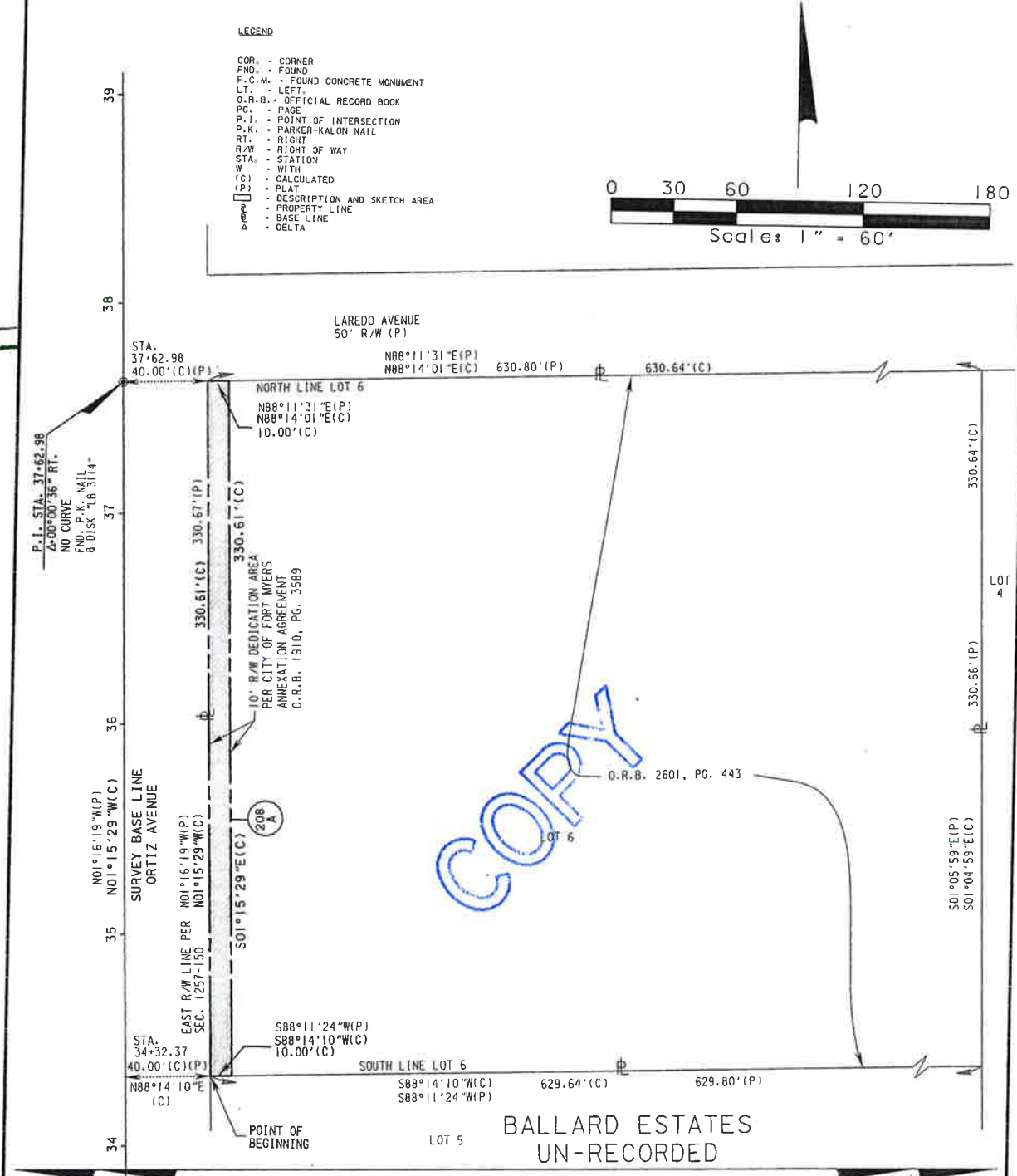
DESCRIPTION AND SKETCH FOR PARCEL 208A SECTION 16, TOWNSHIP 44 SOUTH, RANGE 25 EAST

LEGEND

- COR. - CORNER
- FND. - FOUND
- F.C.M. - FOUND CONCRETE MONUMENT
- L.T. - LEFT
- O.R.B. - OFFICIAL RECORD BOOK
- PG. - PAGE
- P.I. - POINT OF INTERSECTION
- P.K. - PARKER-KALON NAIL
- RT. - RIGHT
- R/W - RIGHT OF WAY
- STA. - STATION
- W. - WIDTH
- (C) - CALCULATED
- (P) - PLAT
- [] - DESCRIPTION AND SKETCH AREA
- [] - PROPERTY LINE
- [] - BASE LINE
- [] - DELTA



Exhibit "A"
Page 2 of 2



AIM Engineering & Surveying, Inc.
5300 LEE BLVD
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970
239/332-4569
FX:239/332-8734
Licensed Business Number 3114



THIS IS NOT A SURVEY SHEET 2 OF 2

PROJECT NUMBER: 05-8974	DESCRIPTION: DESCRIPTION AND SKETCH FOR PARCEL 208A ORTIZ AVENUE		
DRAWN BY: L.W.C.	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION		
DATE: 03/23/09	SEC-TWP-RGE 16-44S-25E	FILE: PARCEL 208A	COUNTY: LEE COUNTY

Division of County Lands**3rd Updated Ownership and Easement Search**

Search No. 16-44-25-P3-00060.0000

Date: February 23, 2015

Parcel: 208A and 208B

Project: Ortiz Avenue Widening, # 4072

To: J. Keith Gomez, SR/WA
Property Acquisition AgentFrom: _____
Real Estate Title Examiner

STRAP: 16-44-25-P3-00060.0000

Effective Date: February 16, 2015, at 5:00 p.m.

Subject Property: The North ½ of the NW ¼ of the SE ¼ of the SE ¼ of Section 16, Township 44 South, Range 25 East, Lee County, Florida, being a portion of Lot 6 of Unrecorded Ballard Estates.

Title to the subject property is vested in the following:

LPMR Real Estate Investment Company, LLC, a Florida Limited Liability Company

By that certain instrument dated December 14, 2012, recorded December 26, 2012, in Instrument Number 2012000282617, Public Records of Lee County, Florida.

Easements:

1. Right-of Way of Ortiz Avenue as recited in Official Record Book 537, Page 316, Public Records of Lee County, Florida.

NOTE (1): Resolution pertaining to East Lee County Sewer System recorded in Official Record Book 1669, Page 3414, Public Records of Lee County, Florida.

NOTE (2): Annexation Agreement recorded in Official Record Book 1910, Page 3589, Public Records of Lee County, Florida.

NOTE (3): Lee County Ordinances relating to garbage and solid waste collection recorded in Official Record Book 2189, Pages 3281 and 3334, Public Records of Lee County, Florida.

NOTE (4): Mortgage executed by LPMR Real Estate Investment Company LLC in favor of Encore National Bank, dated December 18, 2012, recorded December 26, 2012, in Instrument Number 2012000282618, Public Records of Lee County, Florida.

NOTE (5): Assignment of Rents recorded December 16, 2012, in Instrument Number 2012000282619, Public Records of Lee County, Florida.

Division of County Lands

3rd Updated Ownership and Easement Search

Search No. 16-44-25-P3-00060.0000

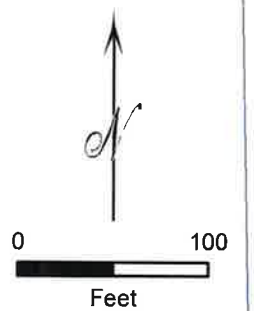
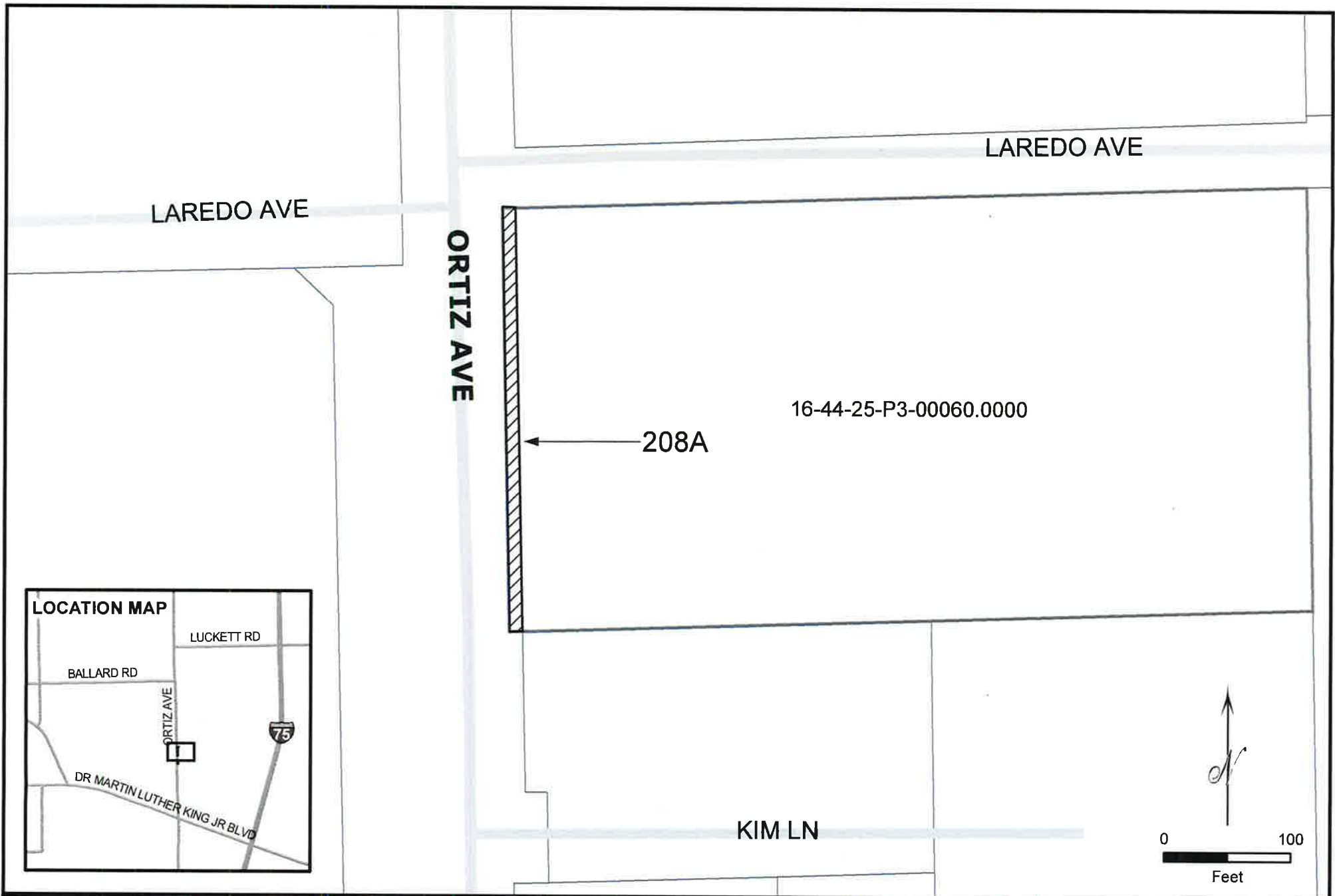
Date: February 23, 2015

Parcel: 208A and 208B

Project: Ortiz Avenue Widening, # 4072

Tax Status: Taxes for 2014 have been paid on November 18, 2014 in the amount of \$17,365.61.
(The end user of this report is responsible for verifying tax and/or assessment information.)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees or warranty as to its accuracy.



THIS IS NOT A SURVEY.
 THE COUNTY LANDS DIVISION HAS PREPARED THIS MAP FOR INFORMATIONAL PURPOSES ONLY. DETAILS SHOWN MAY BE UNOFFICIAL DETERMINATIONS AND MAY NOT BE ACCOMPANIED BY WARRANTY OR GUARANTEE. WHILE THE DIVISION HAS MADE EVERY EFFORT TO PROVIDE THE CORRECT INFORMATION, INDEPENDENT VERIFICATION MAY BE REQUIRED.

Acquisition Area



Ortiz Avenue Project 4072, Parcel 208A

DATE	PROJECT NO	S.T.R	SCALE	SHEET
Feb 2015	4072	16-44-25	1" = 100'	1 OF 1

Blue Sheet No. 20150170	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 7
------------------------------------	--	-------------------

TITLE:
Accept donation of Parcel 101-DE for the Dewberry MSTBU Operations & Maintenance Unit Project.

ACTION REQUESTED:
A) Accept donation of Parcel 101-DE (475 sq. ft. Perpetual Stormwater Drainage Easement) for the Dewberry MSTBU Operations & Maintenance Unit Project, pursuant to the terms and conditions set forth in the grant of easement;
B) Authorize payment of necessary fees and costs to close;
C) Authorize County Lands to handle all documentation necessary to complete transaction.

FUNDING:
Closing Costs, including recording fees, are estimated to be \$50 and are included in the FY 14/15 budget.

Fund: Dewberry Lane Special Improvement Unit Operation & Maintenance MSBU: Project: Storm Water Drainage Easements: Account: GD5411810421.503490

WHAT ACTION ACCOMPLISHES:
Accepts donation of Parcel 101-DE (475 sq. ft. Perpetual Stormwater Drainage Easement) from an improved residential property, for maintenance purposes, necessary for the Dewberry MSTBU Operations & Maintenance Unit Project located in St. James City.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute Chapter 125 Florida Statutes <input checked="" type="checkbox"/> Ordinance 02-17 <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: Department: COUNTY LANDS Division: No Divisions By: Karen Wells

Background:
The County was notified that a stormwater drainage pipe on Dewberry Lane in St. James City was causing the ground to give way around two existing concrete stormwater pipes. Upon closer inspection it was determined by staff, that the stormwater pipes were experiencing erosion issues affecting four properties. The affected property owners executed Temporary Construction Easements for immediate repair of the drainage pipes. Further research has determined that existing drainage pipes are not located within easements. The County is requesting Perpetual Stormwater Drainage Easements from the four affected property owners to allow for future repair and maintenance. Three of the easements have been donated; one easement remains to be acquired.

Parcel 101-DE, a 475 sq. ft., Perpetual Stormwater Drainage Easement is being acquired by donation from an improved property that is zoned Mobile Home (MH-1) and has a land use designation of

Required Review:					
Karen Wells	John J. Fredyma	Reginald Kantor	Mike Figueroa	Peter Winton	Beverly Dearborn
COUNTY LANDS	County Attorney	Budget Analyst	Risk	Budget Services	MSTBU SERVICES
Peter Winton					
County Manager					

Suburban.

Owner: Peter and Clara Procee

Site Address: 3773 Dewberry Lane, Saint James City

STRAP No.: Partial interests in 02-46-22-20-0000D.0170

The property has not sold in the previous 5 years.

Attachments:

1. Perpetual Stormwater Drainage Easement (Copy)
2. Title Data
3. Location Map

Parcel: 101
Project: Dewberry MSTBU
STRAP No.: 02-46-22-20-0000D.0170

COPY

This Instrument Prepared by:
DIVISION OF COUNTY LANDS
P.O. Box 398
Fort Myers, FL 33902-0398

PERPETUAL
STORMWATER DRAINAGE EASEMENT

THIS INDENTURE, made and entered into this ____ day of _____, 20____ between, Peter Procee and Clara Procee, husband and wife, whose address is 195 Langford Church Road, Brantford, Ontario, Canada N3T 5L4, (Grantor), and LEE COUNTY, a political subdivision of the State of Florida, whose address is P. O. Box 398, Fort Myers, Florida 33902-0398 hereinafter referred to as (Grantee).

WITNESSETH:

1. For and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to the Grantee, its successors and assigns the use of a drainage easement situated in Lee County, Florida, and located and described as: **the Easterly 5 feet of Lot 17, Block D, of that certain subdivision known as Cherry Estates, according to the map or plat thereof recorded in Official Record Book 687, Page 853, Public Records of Lee County, Florida, Site Address: 3773 Dewberry Lane, Saint James City, FL 33956.**

2. Grantee, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, and maintain a stormwater drainage pipeline and other appurtenances, to be located under, across and through the above-described property with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, dig into pavement, and remove fences when reasonably necessary for the proper operation of the said line. Grantee shall restore the surface to its prior condition at Grantee's expense.

3. The stormwater drainage easement will not be limited to any one (1) diameter size or type and/or number of connections to other stormwater lines for providing drainage pipes. The area of this stormwater drainage easement is reserved for a subsurface pipeline, except it may be used for landscaping (excluding trees), walkways, roadways, drainage way, or similar uses; however, houses, buildings, carports, garages, storage sheds, and other similar type structures may never be built on this easement.

4. Title to the utilities constructed hereunder shall remain in the Grantee, Grantee's successors, appointees and assigns.

5. Grantor warrants that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable

television lines covering the land herein described, Grantor is lawfully seized and possessed of said lands, has good and lawful right and power to convey, and that the property is free and clear of all liens and encumbrances, except as recorded in the Public Records.

6. THIS AGREEMENT shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has set hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of two subscribing witnesses:

As to Grantor:

Lynn K. Willis
1st Witness Signature

BY: P. Procee
Peter Procee

Lynn K. Willis
1st Witness Printed Name

Don R. Robson Jr
2nd Witness Signature

DAVE R. ROBSON JR
2nd Witness Printed Name

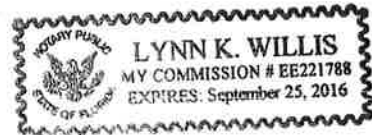
STATE OF FL

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 20th day of February, 2015, by Peter Procee, who is personally known to me or who has produced Drivers Lic as identification.

SEAL

Lynn K. Willis
Signature of Notary Public



(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

Signed, sealed and delivered in the presence of two subscribing witnesses:

Lynn K. Willis
1st Witness Signature

Lynn K. Willis
1st Witness Printed Name

Dave R. Robson Jr
2nd Witness Signature

DAVE R ROBSON JR.
2nd Witness Printed Name

As to Grantor:

BY: Clara Procee
Clara Procee

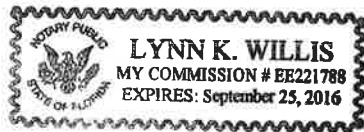
STATE OF FL)

COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 20th day of February, 2015, by Clara Procee, who is personally known to me or who has produced Drivers License as identification.

SEAL

Lynn K Willis
Signature of Notary Public



(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

Procee

Department of County Lands

Ownership and Easement Search

Search No. 02-46-22-20-0000D.0170

Date: February 17, 2015

Parcel: 101

Project: Dewberry MSTBU O&M Unit

To: Lynn Willis
Property Acquisition Agent

From: Sheila A. Bedwell
Sheila A. Bedwell, CLS, SRWA
Real Estate Title Examiner

STRAP: 02-46-22-20-0000D.0170

Effective Date: February 10, 2015, at 5:00 p.m.

Subject Property: Lot 17, Block D, of that certain subdivision known as Cherry Estates, as recorded in OR Book 687, Page 853, Public Records of Lee County, Florida, LESS the northerly 12.5 feet thereof.

Title to the subject property is vested in the following:

Peter Procee and Clara Procee, Husband and Wife

by that certain Warranty Deed from Fitzhugh L. Boteler and Arlene Boteler, Husband and Wife, dated March 25, 2008, recorded March 28, 2008 in Instrument Number 2008000083360, Public Records of Lee County, Florida.

Easements:

None found of record.

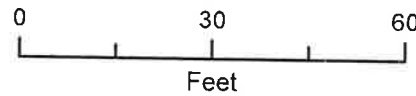
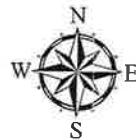
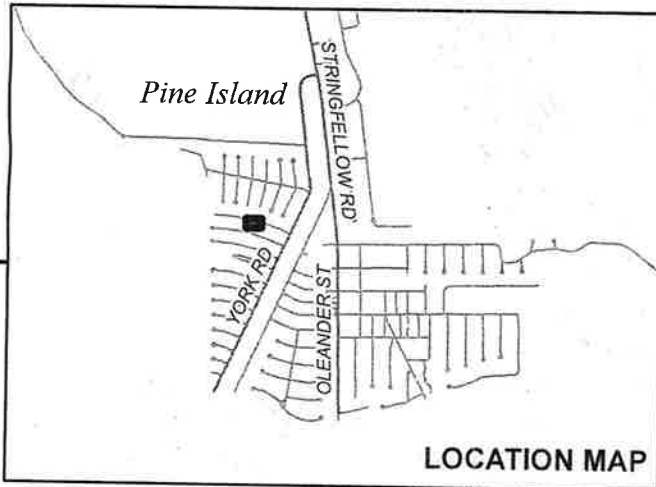
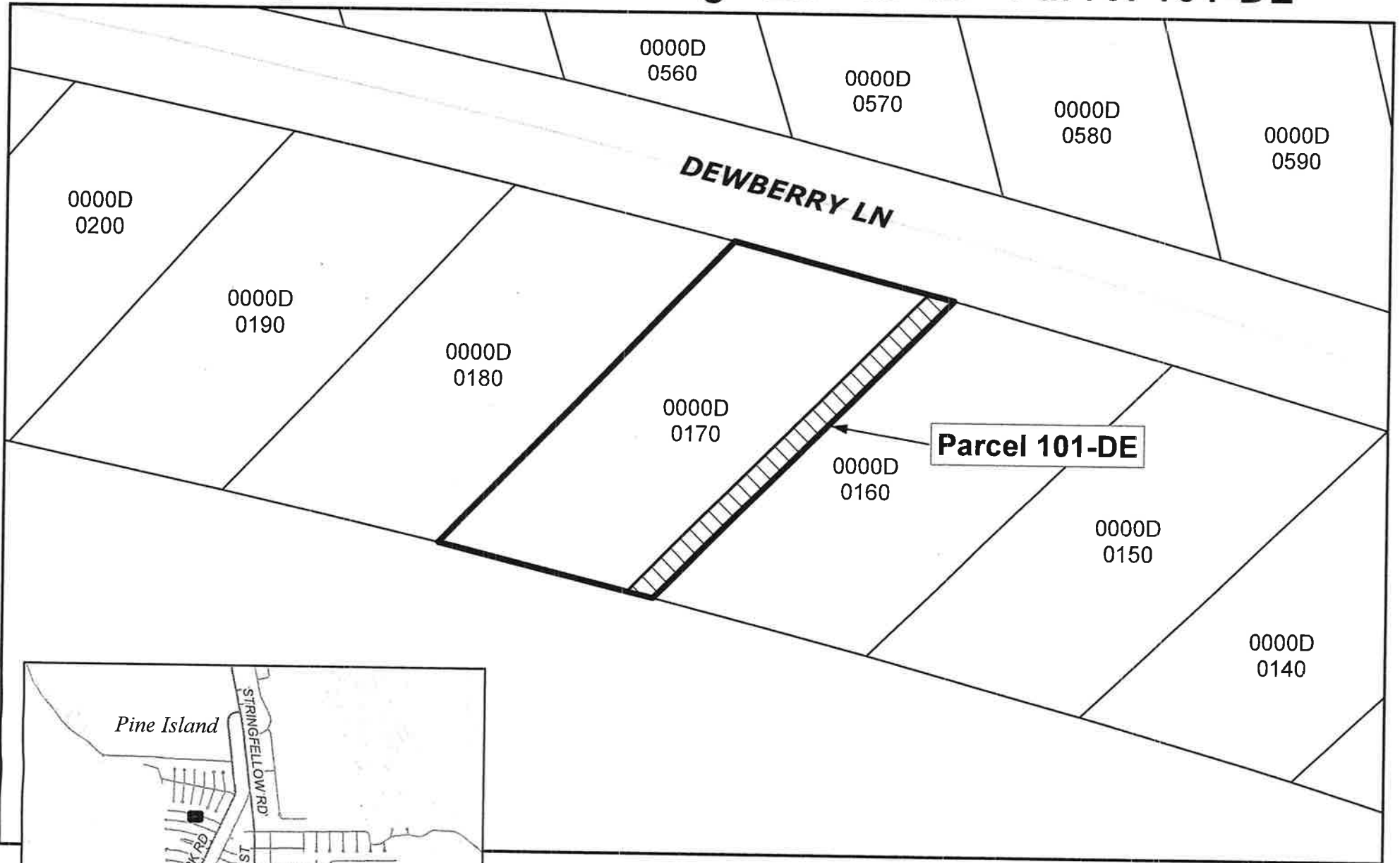
NOTE: Lee County Ordinances relating garbage and solid waste collection, recorded in Official Record Book 2189, Pages 3281 and 3334, Public Records of Lee County, Florida.

Tax Status: 2014 taxes were paid November 30, 2014 in the amount of \$1,602.82. Subject property is appraised at \$81,698 for 2014.

(The end user of this report is responsible for verifying tax and/or assessment information.)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees or warranty as to its accuracy.

Dewberry Lane MSBU Drainage Easement - Parcel 101-DE



Parcels: Lee County Property Appraiser

Prepared by Lee County GIS
for Division of County Lands
February 26, 2015

Blue Sheet No. 20150171	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 8
------------------------------------	--	-------------------

TITLE:
Accept donation of Parcel 102-DE for the Dewberry MSTBU Operations & Maintenance Unit Project.

ACTION REQUESTED:
A) Accept donation of Parcel 102-DE (475 sq. ft. Perpetual Stormwater Drainage Easement) for the Dewberry MSTBU Operations & Maintenance Unit Project, pursuant to the terms and conditions set forth in the grant of easement;
B) Authorize payment of necessary fees and costs to close;
C) Authorize County Lands to handle all documentation necessary to complete transaction.

FUNDING:
Closing Costs, including recording fees, are estimated to be \$50 and are included in the FY 14/15 budget.

Fund: Dewberry Lane Special Improvement Unit Operation & Maintenance MSBU: Project: Storm Water Drainage Easements: Account: GD5411810421.503490

WHAT ACTION ACCOMPLISHES:
Accepts donation of Parcel 102-DE (475 sq. ft. Perpetual Stormwater Drainage Easement) from an improved residential property, for maintenance purposes, necessary for the Dewberry MSTBU Operations & Maintenance Unit Project located in St. James City.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute Chapter 125 Florida Statutes <input checked="" type="checkbox"/> Ordinance 02-17 <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: Department: COUNTY LANDS Division: No Divisions By: Karen Wells

Background:
The County was notified that a stormwater drainage pipe on Dewberry Lane in St. James City was causing the ground to give way around two existing concrete stormwater pipes. Upon closer inspection it was determined by staff, that the stormwater pipes were experiencing erosion issues affecting four properties. The affected property owners executed Temporary Construction Easements for immediate repair of the drainage pipes. Further research has determined that existing drainage pipes are not located within easements. The County is requesting Perpetual Stormwater Drainage Easements from the four affected property owners to allow for future repair and maintenance. Three of the easements have been donated; one easement remains to be acquired.

Parcel 102-DE, a 475 sq. ft., Perpetual Stormwater Drainage Easement is being acquired by donation from an improved property that is zoned Mobile Home (MH-1) and has a land use designation of

Required Review:					
Karen Wells	John J. Fredyma	Reginald Kantor	Mike Figueroa	Peter Winton	Beverly Dearborn
COUNTY LANDS	County Attorney	Budget Analyst	Risk	Budget Services	MSTBU SERVICES
Peter Winton					
County Manager					

Suburban.

Owner: Armand O. and Bonnie Mathieu

Site Address: 3863 Dewberry Lane, Saint James City

STRAP No.: Partial interests in 02-46-22-20-0000D.0260

The property has not sold in the previous 5 years.

Attchments:

1. Perpetual Stormwater Drainage Easement (Copy)
2. Title Data
3. Location Map

Parcel: 102
Project: Dewberry MSTBU
STRAP No.: 02-46-22-20-0000D.0260

This Instrument Prepared by:
DIVISION OF COUNTY LANDS
P.O. Box 398
Fort Myers, FL 33902-0398

COPY

PERPETUAL
STORMWATER DRAINAGE EASEMENT

THIS INDENTURE, made and entered into this __ day of _____, 20__, between, Armand O. Mathieu and Bonnie Mathieu, husband and wife address is 3863 Dewberry Lane, Saint James City, FL 33956, hereinafter referred to as (Grantor), and LEE COUNTY, a political subdivision of the State of Florida, whose address is P. O. Box 398, Fort Myers, Florida 33902-0398 hereinafter referred to as (Grantee):

WITNESSETH:

1. For and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to the Grantee, its successors and assigns the use of a drainage easement situated in Lee County, Florida, and located and described as: **the Westerly 5 feet of Lot 26, Block D, of that certain subdivision known as Cherry Estates, according to the map or plat thereof recorded in Official Record Book 687, Page 853, Public Records of Lee County, Florida, Site Address: 3863 Dewberry Lane, Saint James City, FL 33956.**

2. Grantee, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, and maintain a stormwater drainage pipeline and other appurtenances, to be located under, across and through the above-described property with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, dig into pavement, and remove fences when reasonably necessary for the proper operation of the said line. Grantee shall restore the surface to its prior condition at Grantee's expense.

3. The stormwater drainage easement will not be limited to any one (1) diameter size or type and/or number of connections to other stormwater lines for providing drainage pipes. The area of this stormwater drainage easement is reserved for a subsurface pipeline, except it may be used for landscaping (excluding trees), walkways, roadways, drainage way, or similar uses; however, houses, buildings, carports, garages, storage sheds, and other similar type structures may never be built on this easement.

4. Title to the utilities constructed hereunder shall remain in the Grantee, Grantee's successors, appointees and assigns.

5. Grantor warrants that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable

television lines covering the land herein described, Grantor is lawfully seized and possessed of said lands, has good and lawful right and power to convey, and that the property is free and clear of all liens and encumbrances, except as recorded in the Public Records.

6. THIS AGREEMENT shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has set hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of two subscribing witnesses:

As to Grantor:

BY: Armand O Mathieu
Armand O. Mathieu

Eric R. Robson Jr.
1st Witness Signature

Eric R. Robson Jr.
1st Witness Printed Name

Lynn K Willis
2nd Witness Signature

Lynn K Willis
2nd Witness Printed Name

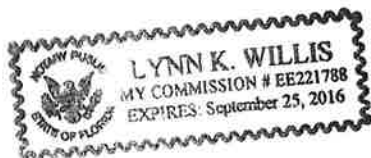
STATE OF FL)

COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 20th day of February, 2015, by Armand O. Mathieu, who is personally known to me or who has produced Driver's Lic. as identification.

SEAL

Lynn K Willis
Signature of Notary Public



(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

Signed, sealed and delivered in the presence of two subscribing witnesses:

[Signature]
1st Witness Signature

DAVE R. ROBSON JR.
1st Witness Printed Name

[Signature]
2nd Witness Signature

LYNN K. WILLIS
2nd Witness Printed Name

As to Grantor:

BY: [Signature]
Bonnie Mathieu

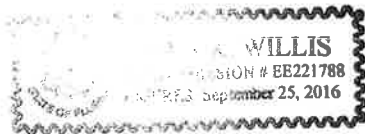
STATE OF FL

COUNTY OF Lee

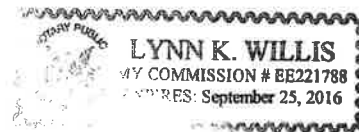
The foregoing instrument was acknowledged before me this 20th day of February, 2015, by Bonnie Mathieu, who is personally known to me or who has produced Drivers license as identification.

SEAL

[Signature]
Signature of Notary Public



(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)



Department of County Lands

Mathieu

Ownership and Easement Search

Search No. 02-46-22-20-0000D.0260

Date: February 17, 2015

Parcel: 102

Project: Dewberry MSTBU O&M Unit

To: Lynn Willis
Property Acquisition Agent

From: Shelia A. Bedwell
Shelia A. Bedwell, CLS, SR/WA
Real Estate Title Examiner

STRAP: 02-46-22-20-0000D.0260

Effective Date: February 10, 2015, at 5:00 p.m.

Subject Property: Lot 26, Block D, Cherry Estates Unrecorded, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court in the Official Record Book 687, Page 851, Public Records of Lee County, Florida, less the northerly 12.5 feet, as conveyed to Lee County by Quit Claim Deed recorded November 16, 2004, in Official Record Book 4547, Page 76, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Armand O. Mathieu and Bonnie Mathieu, Husband and Wife

by Warranty Deed from Rodney Earl Barfoot and Gloria Bertha Barfoot, Husband and Wife, dated January 25, 2002, recorded January 29, 2002, in Official Record Book 3568, Page 2166, Public Records of Lee County, Florida.

Easements:

None found of record.

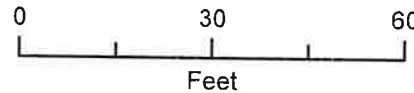
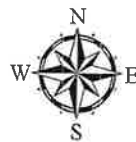
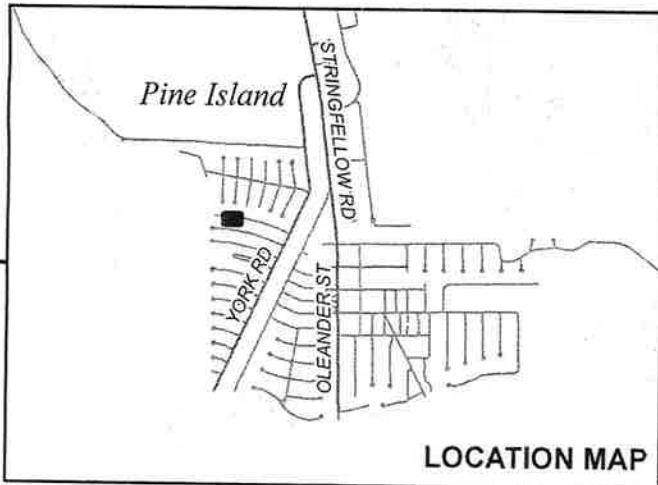
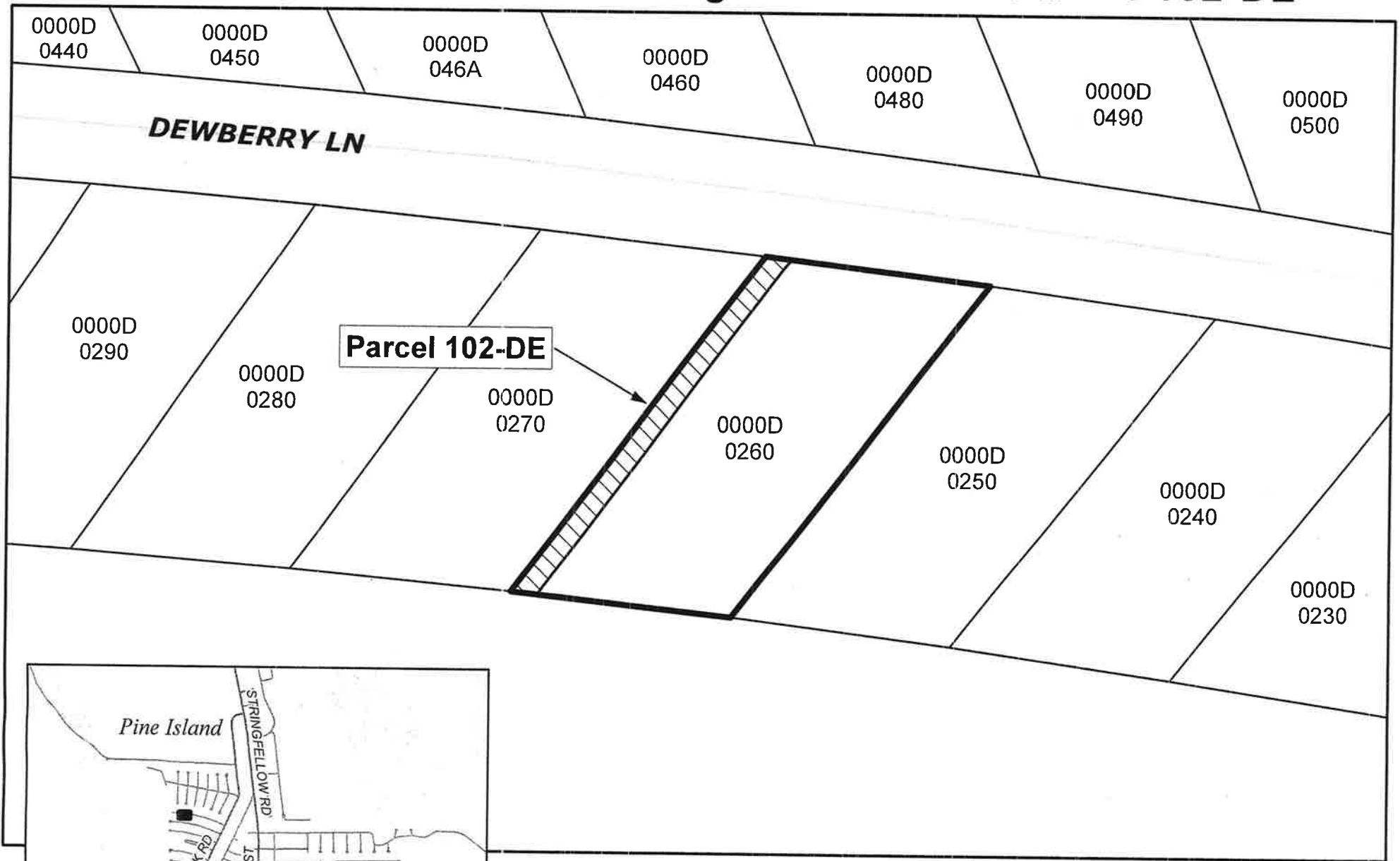
NOTE: Lee County Ordinances relating garbage and solid waste collection, recorded in Official Record Book 2189, Pages 3281 and 3334, Public Records of Lee County, Florida.

Tax Status: 2014 taxes were paid November 26, 2014 in the amount of \$977.72. Subject property is assessed at \$70,498 for 2014.

(The end user of this report is responsible for verifying tax and/or assessment information.)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees or warranty as to its accuracy.

Dewberry Lane MSBU Drainage Easement - Parcel 102-DE



Parcels: Lee County Property Appraiser

Prepared by Lee County GIS
for Division of County Lands
February 26, 2015

Blue Sheet No. 20150172	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 9
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TITLE:
Accept donation of Parcel 100-DE for the Dewberry MSTBU Operations & Maintenance Unit Project.

ACTION REQUESTED:
A) Accept donation of Parcel 100-DE (475 sq. ft. Perpetual Stormwater Drainage Easement) for the Dewberry MSTBU Operations & Maintenance Unit Project, pursuant to the terms and conditions set forth in the grant of easement;
B) Authorize payment of necessary fees and costs to close;
C) Authorize County Lands to handle all documentation necessary to complete transaction.

FUNDING:
Closing Costs, including recording fees, are estimated to be \$50 and are included in the FY 14/15 budget.

Fund: Dewberry Lane Special Improvement Unit Operation & Maintenance MSBU: Project: Storm Water Drainage Easements: Account: GD5411810421.503490

WHAT ACTION ACCOMPLISHES:
Accepts donation of Parcel 100-DE (475 sq. ft. Perpetual Stormwater Drainage Easement) from an improved residential property, for maintenance purposes, necessary for the Dewberry MSTBU Operations & Maintenance Unit Project located in St. James City.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute Chapter 125 Florida Statutes <input checked="" type="checkbox"/> Ordinance 02-17 <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: Department: COUNTY LANDS Division: No Divisions By: Karen Wells

Background:
The County was notified that a stormwater drainage pipe on Dewberry Lane in St. James City was causing the ground to give way around two existing concrete stormwater pipes. Upon closer inspection it was determined by staff, that the stormwater pipes were experiencing erosion issues affecting four properties. The affected property owners executed Temporary Construction Easements for immediate repair of the drainage pipes. Further research has determined that existing drainage pipes are not located within easements. The County is requesting Perpetual Stormwater Drainage Easements from the four affected property owners to allow for future repair and maintenance. Three of the easements have been donated; one easement remains to be acquired.

Parcel 100-DE, a 475 sq. ft., Perpetual Stormwater Drainage Easement is being acquired by donation from an improved property that is zoned Mobile Home (MH-1) and has a land use designation of

Required Review:					
Karen Wells	John J. Fredyma	Reginald Kantor	Mike Figueroa	Peter Winton	Beverly Dearborn
COUNTY LANDS	County Attorney	Budget Analyst	Risk	Budget Services	MSTBU SERVICES
Peter Winton					
County Manager					

Suburban.

Owner: Richard M. and Linda L. Ritter

Site Address: 3763 Dewberry Lane, Saint James City

STRAP No.: Partial interests in 02-46-22-20-0000D.0160

The property has not sold in the previous 5 years.

Attachments:

1. Perpetual Stormwater Drainage Easement (Copy)
2. Title Data
3. Location Map

Parcel: 100
Project: Dewberry MSTBU
STRAP No.: 02-46-22-20-0000D.0160

COPY

This Instrument Prepared by:
DIVISION OF COUNTY LANDS
P.O. Box 398
Fort Myers, FL 33902-0398

PERPETUAL
STORMWATER DRAINAGE EASEMENT

THIS INDENTURE, made and entered into this __ day of _____, 20__, between, Richard M. Ritter and Linda L. Ritter, husband and wife address is 217 Division Street, Bainbridge, PA 17502, hereinafter referred to as (Grantor), and LEE COUNTY, a political subdivision of the State of Florida, whose address is P. O. Box 398, Fort Myers, Florida 33902-0398 hereinafter referred to as (Grantee):

WITNESSETH:

1. For and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to the Grantee, its successors and assigns the use of a drainage easement situated in Lee County, Florida, and located and described as: **the Westerly 5 feet of Lot 16, Block D, of that certain subdivision known as Cherry Estates, according to the map or plat thereof recorded in Official Record Book 687, Page 853, Public Records of Lee County, Florida, Site Address: 3763 Dewberry Lane, Saint James City, FL 33956.**

2. Grantee, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, and maintain a stormwater drainage pipeline and other appurtenances, to be located under, across and through the above-described property with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, dig into pavement, and remove fences when reasonably necessary for the proper operation of the said line. Grantee shall restore the surface to its prior condition at Grantee's expense.

3. The stormwater drainage easement will not be limited to any one (1) diameter size or type and/or number of connections to other stormwater lines for providing drainage pipes. The area of this stormwater drainage easement is reserved for a subsurface pipeline, except it may be used for landscaping (excluding trees), walkways, roadways, drainage way, or similar uses; however, houses, buildings, carports, garages, storage sheds, and other similar type structures may never be built on this easement.

4. Title to the utilities constructed hereunder shall remain in the Grantee, Grantee's successors, appointees and assigns.

5. Grantor warrants that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable

television lines covering the land herein described, Grantor is lawfully seized and possessed of said lands, has good and lawful right and power to convey, and that the property is free and clear of all liens and encumbrances, except as recorded in the Public Records.

6. THIS AGREEMENT shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has set hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of two subscribing witnesses:

Lynn K Willis
1st Witness Signature

Lynn K Willis
1st Witness Printed Name

Don R. Robson Jr
2nd Witness Signature

Don R. Robson Jr.
2nd Witness Printed Name

As to Grantor:

BY: Richard M Ritter
Richard M. Ritter

STATE OF FL

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 20th day of February, 2015, by Richard M. Ritter, who is personally known to me or who has produced Drivers License as identification.

SEAL

Lynn K Willis
Signature of Notary Public



(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

Signed, sealed and delivered in the presence of two subscribing witnesses:

As to Grantor:

BY:

Linda L. Ritter
Linda L. Ritter

Lynn K. Willis
1st Witness Signature

Lynn K. Willis
1st Witness Printed Name

DAVE R. ROSSOW JR
2nd Witness Signature

DAVE R. ROSSOW JR
2nd Witness Printed Name of

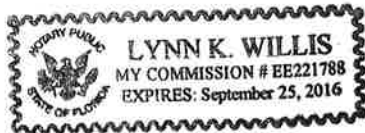
STATE OF FL

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 20th day of February, 2015, by Linda L. Ritter, who is personally known to me or who has produced Drivers License as identification.

SEAL

Lynn K. Willis
Signature of Notary Public



(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

Department of County Lands

0100
Ritter

Ownership and Easement Search

Search No. 02-46-22-20-0000D.0160

Date: February 17, 2015

Parcel: 100

Project: Dewberry MSTBU O&M Unit

To: Lynn Willis
Property Acquisition Agent

From: Shelia A. Bedwell
Shelia A. Bedwell, CLS, SRWA
Real Estate Title Examiner

STRAP: 02-46-22-20-0000D.0160

Effective Date: February 10, 2015, at 5:00 p.m.

Subject Property: Lot 16, of that certain subdivision known as Block "D", Cherry Estates, according to the map or plat thereof on file and recorded in OR Book 687, Page 853, Public Records of Lee County, Florida. LESS the Northerly 12.5 feet of Lot 16, in Block D for Right of Way purposes as described in Official Record Book 4547, Page 73, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Richard M. Ritter and Linda L. Ritter, husband and wife

By that certain instrument from Gary M. Nekola and Janet M. Nekola, husband and wife, and Joseph E. Nekola, an unmarried man, and Heather L. Nekola, an unmarried woman, dated February 26, 2010, recorded March 25, 2010, in Instrument Number 2010000075648, Public Records of Lee County, Florida.

Easements:

None found of record.

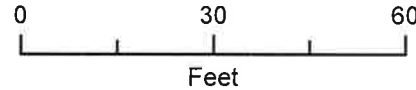
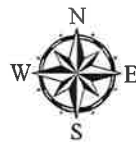
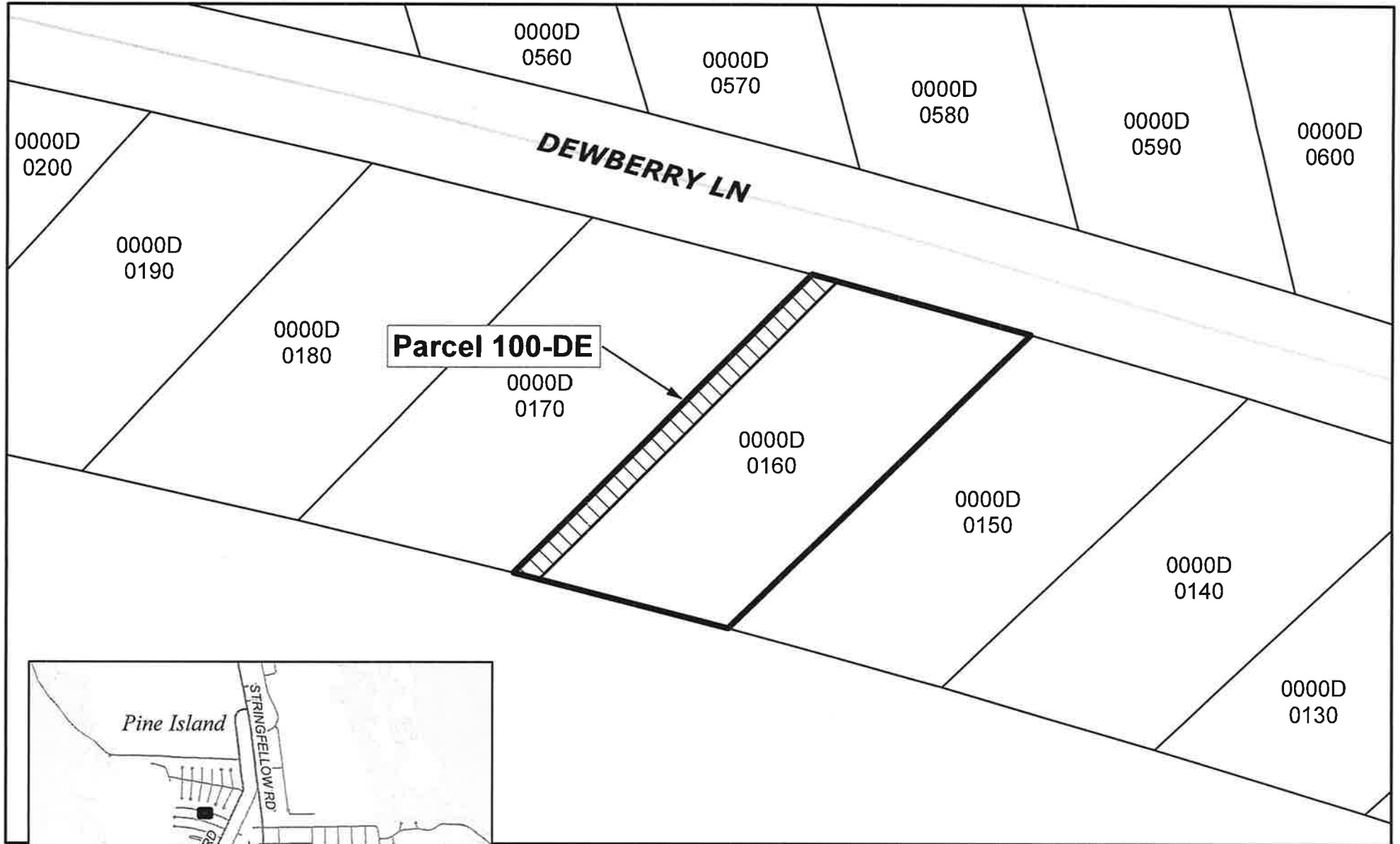
NOTE: Lee County Ordinances relating garbage and solid waste collection, recorded in Official Record Book 2189, Pages 3281 and 3334, Public Records of Lee County, Florida.

Tax Status: 2014 taxes were paid November 21, 2014 in the amount of \$1,756.33. Subject property is appraised at \$91,301 for 2014.

(The end user of this report is responsible for verifying tax and/or assessment information.)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees or warranty as to its accuracy.

Dewberry Lane MSBU Drainage Easement - Parcel 100-DE



Parcels: Lee County Property Appraiser

Prepared by Lee County GIS
for Division of County Lands
February 26, 2015

Blue Sheet No. 20150173	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 10
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TITLE:
Approve purchase of Parcel 208B for the Ortiz Avenue Widening Project 4072.

ACTION REQUESTED:
A) Approve Agreement for purchase of Parcel 208B (596 sq. ft. fee-simple) for the Ortiz Avenue Widening Project No. 4072;
B) Authorize Chairman on behalf of the Board to execute the Purchase Agreement;
C) Authorize payment of necessary fees and costs to close;
D) Authorize County Lands to handle all documentation necessary to complete transaction.

FUNDING:
Purchase Price: \$2,500; Closing Costs, including recording fees, are estimated to be \$850; Road Impact Fees; Included in FY 2014/15 CIP Budget; Transportation

Fund: Road Impact Fees-Central District; Program: Capital Projects; Project: Ortiz Avenue Widening.
Account: 20407238823

WHAT ACTION ACCOMPLISHES:
Approve Agreement for purchase of Parcel 208B (596 sq. ft. fee-simple), a partial acquisition from an improved commercial property, which is necessary for the Ortiz Avenue Widening Project No. 4072 between Dr. Martin Luther King Jr. Blvd. and Luckett Road. Construction of this widening project is not in the 5-year Capital Improvement Program.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute Chapter 73,74,125 Florida Statutes <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input checked="" type="checkbox"/> Other Resolution 11-03-11	Commissioner: Department: COUNTY LANDS Division: No Divisions By: Karen Wells

Background:
The Ortiz Avenue Widening Plans are 90% complete for the entire 3.2 mile from Dr. Martin Luther King Jr. Boulevard to Palm Beach Boulevard, including a portion of Luckett Road between Ortiz Avenue and the I-75 Interchange. Funding for the construction of the Ortiz Avenue Widening project is not in the current 5-Year Capital Improvement Program.

Parcel 208B – 596 sq. ft. fee-simple is being acquired from an improved commercial property that is zoned Light Industrial and has a land use designation of Industrial. This parcel is in the segment between

Required Review:					
Karen Wells	Lori Borman	Peter Winton	John J. Fredyma	David Loveland	Peter Winton
COUNTY LANDS	Budget Analyst	Budget Services	County Attorney	DOT/ADMINISTRATI ON	County Manager

Dr. Martin Luther King Jr. Boulevard and Lockett Road. It is south of the area of concern noted by the Community Planning Panel.

Property Details:

Owner: LPMR Real Estate Investment Company, L.L.C.
Site Address: 8790 Laredo Ave, Fort Myers
STRAP No.: Partial interest in 16-44-25-P3-00060.0000

Purchase Details:

Purchase Price: \$2,500
Costs to Close: \$850 (Estimated)

Appraisal Information:

Appraised Value: \$1,300 (Date of Value 5-3-2011)
Company: Hanson Real Estate Advisors, Inc.

Staff Recommendation: Staff is of the opinion that the purchase price increase of \$1,200 above the appraised value can be justified, considering the costs of condemnation to be between \$6,500 to \$8,500, excluding land value adjustments and additional owner's attorney fees/costs

The parent tract property sold in December 2012.

Attachments:

1. Purchase Agreement
2. Appraisal Data
3. Title Data
4. Sales History
5. Location Map

ORIGINAL

This document prepared by
Lee County Division of County Lands
Project: Ortiz Avenue Widening No. 4072
Parcel: 208B/LPMR
STRAP No.: Part of 16-44-25-P3-00060.0000

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this 17 day of March, 2015 by and between **LPMR REAL ESTATE INVESTMENT COMPANY, L.L.C., a Florida limited liability company**, hereinafter referred to as SELLER, whose address is 17021 Upriver Road, North Fort Myers, FL 33917, and **LEE COUNTY, a political subdivision of the State of Florida**, hereinafter referred to as BUYER.

WITNESSETH:

- 1. AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of 596 sq. ft. more or less, and located at 8790 Laredo Avenue, Fort Myers 33905 and more particularly described in attached "Exhibit A" (the "Property"). This Property is being acquired for the Ortiz Avenue Widening Project No. 4072 (the "Project").
- 2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Two Thousand Five Hundred and No/100 Dollars (\$2,500.), payable at closing in U.S. Currency by official bank check. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the Property.
- 3. EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the Purchase Price, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning, use restrictions imposed by governmental authority, deed restrictions and easements acceptable to BUYER, as determined by BUYER.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER'S sole risk and expense. However, BUYER may accept the damaged property or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance (deed and affidavit to be prepared at the County's expense);
- (b) utility services up to, but not including the date of closing;
- (c) taxes, prorated to the day before closing;
- (d) any and all assessments levied against the Property must be paid in full at closing;
- (e) payment of partial release of mortgage fees, if any;
- (f) SELLER'S attorney fees, if any.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER).
- (c) BUYER will pay reasonable lender processing fees and costs associated with obtaining releases of mortgage, not to exceed \$500 per release.

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing. BUYER is exempt from ad valorem taxation. SELLER will pay all taxes determined to be legally due and payable by the County Tax Collector.

8. **ASSESSMENTS:** SELLER will provide any and all notices of pending or imminent assessments. Failure to disclose assessment notices becomes a breach of agreement and SELLER will be responsible to pay the full amount due.

9. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition or may terminate this Agreement without obligation.

10. **SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for such survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.

11. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental conditions unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition or BUYER may terminate this Agreement without obligation.

12. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER, to the best of SELLER'S knowledge, warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. To the best of SELLER'S knowledge, no hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER, to the best of SELLER'S knowledge, further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. To the best of SELLER'S knowledge, there are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. To the best of SELLER'S knowledge, there is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. To the best of SELLER'S knowledge, there are no buried, partially buried, or above-ground tanks, storage

vessels, drums or containers located on the Property. To the best of SELLER'S knowledge, there is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the Property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

13. TIME AND BINDING AGREEMENT: Time is of the essence for closing this transaction. The BUYER'S written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

14. DATE AND LOCATION OF CLOSING: The closing of this transaction will be held at the office of the insuring title company on or before 90 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

15. ATTORNEYS' FEES: The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

16. REAL ESTATE BROKERS: SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

17. POSSESSION: SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

18. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

19. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

SELLER:

LPMR REAL ESTATE INVESTMENT
COMPANY, L.L.C., a Florida limited
liability company

Susan J. Gaines

BY: Lynda E. Phelps, Manager
03-17-2015

[Signature]

(Date)

Capital Hill

BY: Michelle Rousseau, Manager
03-17-2015

(Date)

[Signature]

LINDA DOGGETT, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

DESCRIPTION AND SKETCH FOR PARCEL 208B
SECTION 16, TOWNSHIP 44 SOUTH, RANGE 25 EAST

PARCEL 208B

Exhibit "A"

Page 1 of 2

A PARCEL OF LAND LYING IN SECTION 16, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2601, PAGE 443 (LOT 6, BALLARD ESTATES UN-RECORDED) OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16 THENCE S88°14'36"W, ALONG THE SOUTH LINE OF SAID SECTION 16, A DISTANCE OF 1333.21 FEET TO THE INTERSECTION OF SAID SOUTH LINE AND THE SURVEY BASE LINE OF ORTIZ AVENUE, BEING STATION 24+40.55; THENCE N01°15'29"W, ALONG SAID BASE LINE, A DISTANCE OF 1322.43 FEET TO P.I. STATION 37+62.98; THENCE LEAVING SAID BASE LINE N88°14'01"E, A DISTANCE OF 40.00 FEET TO THE EAST RIGHT OF WAY LINE OF ORTIZ AVENUE PER SECTION 1257-150; THENCE N88°14'01"E, ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N88°14'01"E, ALONG SAID NORTH LINE, A DISTANCE OF 25.74 FEET; THENCE DEPARTING SAID NORTH LINE S27°40'34"W, A DISTANCE OF 53.21 FEET TO THE 10' RIGHT OF WAY DEDICATION AREA PER CITY OF FORT MYERS ANNEXATION AGREEMENT OFFICIAL RECORD BOOK 1910, PAGE 3589; THENCE N01°15'29"W, ALONG SAID RIGHT OF WAY AREA, A DISTANCE OF 46.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 596 SQUARE FEET, MORE OR LESS.

AREA OF REMAINDER: 4.769 ACRES, MORE OR LESS.

AREA OF PARENT TRACT: 4.783 ACRES, MORE OR LESS.

NOTE:

BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY BASE LINE OF ORTIZ AVENUE, HAVING A BEARING OF N01°15'29"W FROM P.I. STATION 24+40.55, BEING A FOUND BOLT IN CUTOUT TO P.I. STATION 37+62.98, BEING A FOUND P.K. NAIL & DISK "LB 3114".

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

01-31-11 REVISED SCRIVENERS ERROR
AIM Engineering & Surveying, Inc.



Licensed Business Number 3114

5300 LEE BLVD.
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970
239/332-4569
FX:239/332-8734

PREPARED BY
AIM ENGINEERING & SURVEYING, INC.
[Signature]
BBS L. POWERS, P.E., S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5688
DATE 1/31/2011
THIS IS NOT A SURVEY SHEET 1 OF 2

PROJECT NUMBER: 05-8974	DESCRIPTION: DESCRIPTION AND SKETCH FOR PARCEL 208B ORTIZ AVENUE
DRAWN BY: L.W.C.	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION
DATE: 03/23/09	SEC-TWP-RGE: 16-44S-25E
FILE: PARCEL 208B	COUNTY: LEE COUNTY

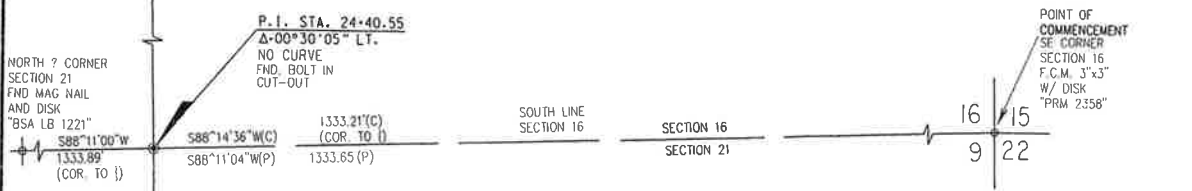
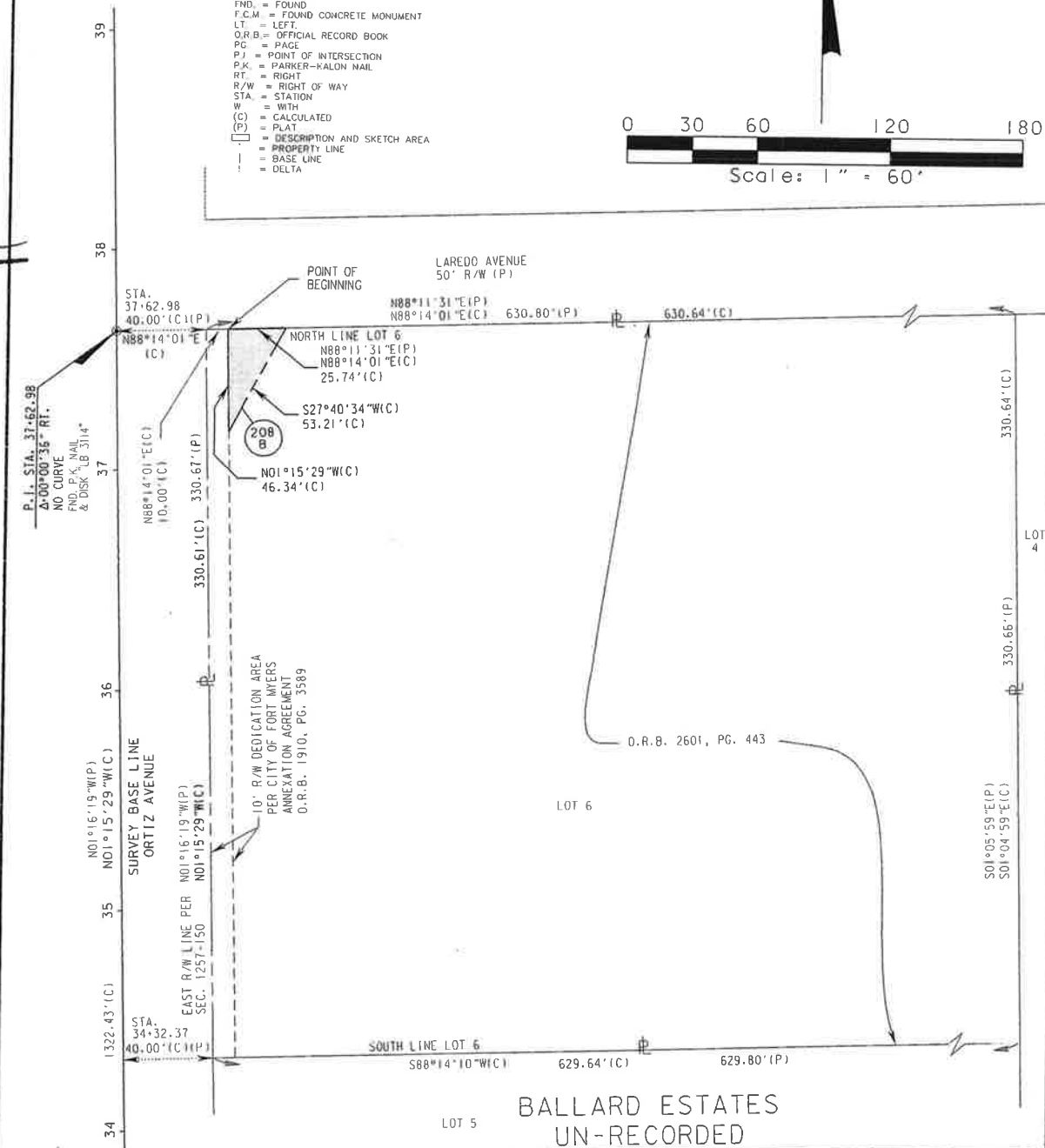
DESCRIPTION AND SKETCH FOR PARCEL 208B
SECTION 16, TOWNSHIP 44 SOUTH, RANGE 25 EAST

Exhibit "A"

Page 2 of 2

LEGEND

- COR. = CORNER
- FND. = FOUND
- F.C.M. = FOUND CONCRETE MONUMENT
- LT. = LEFT
- O.R.B. = OFFICIAL RECORD BOOK
- PG. = PAGE
- P.I. = POINT OF INTERSECTION
- P.K. = PARKER-KALON NAIL
- RT. = RIGHT
- R/W. = RIGHT OF WAY
- STA. = STATION
- W. = WITH
- (C) = CALCULATED
- (P) = PLAT
- [] = DESCRIPTION AND SKETCH AREA
- = PROPERTY LINE
- = BASE LINE
- Δ = DELTA



AIM Engineering & Surveying, Inc.
5300 LEE BLVD
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970
239/332-4569
Fx:239/332-8734
Licensed Business Number 3114

01-31-11 REVISED SCRIVENERS ERROR		THIS IS NOT A SURVEY		SHEET 2 OF 2	
PROJECT NUMBER: 05-8974	DESCRIPTION: DESCRIPTION AND SKETCH FOR PARCEL 208B ORTIZ AVENUE				
DRAWN BY: L.W.C.	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION				
DATE: 03/23/09	SEC-TWP-RGE 16-44S-25E	FILE: PARCEL 208B	COUNTY: LEE COUNTY		

HANSON REAL ESTATE ADVISORS, INC.

Real Estate Consulting, Valuation and Brokerage

May 18, 2011

Lee County Board of County Commissioners
c/o Division of County Lands
Attention: Robert G. Clemens
Acquisition Program Manager
P.O. Box 398
Fort Myers, FL 33902-0398

Re: HREA Assignment No. 10007004.208A/B
Project: Ortiz Avenue Widening
Project No.: 4072
Parcel No.: 208A/B
Owner: B & M Properties of Lee County, LLC
City: Fort Myers
County: Lee County, Florida

Dear Mr. Clemens:

Hanson Real Estate Advisors, Inc. (the Appraiser) has completed the real property appraisal assignment (The Assignment) referenced above. The assignment results are reported within the real property summary appraisal report (the Report) following this letter of transmittal.

The client (the Client) is the Lee County Board of County Commissioners, c/o the Division of County Lands, Attention: Robert G. Clemens, Acquisition Program Manager. The intended user of the report is the client. Use of the Report by others, is not intended by the Appraiser.

The intended use of the Report is to provide an estimate of market value of the property interest proposed (the Acquisition) for acquisition by the client and any reduction in value to the remaining land or improvements (the Remainder), as result of the proposed Acquisitions. This report is not intended for any other use.

The real property that is subject of this Assignment is an improved site, containing 4.78 acres (208,347 square feet) of gross land area, located at the southeast corner of Ortiz Avenue – CR 865 and Laredo Avenue in the Fort Myers market area of Lee County, Florida (the Parent Tract).

One proposed partial Acquisition area, identified as Parcel 208A (Fee Taking) contains 3,306 square feet of gross land area. It is a proposed fee simple acquisition in accordance with the Ortiz Avenue Widening Project and is located along the easterly right-of-way of Ortiz Avenue – CR 865 and the southerly right-of-way of Laredo Avenue.

Another proposed partial Acquisition area, identified as Parcel 208B (Fee Taking) contains 596 square feet of gross land area. It is a proposed fee simple acquisition in accordance with the Ortiz Avenue Widening Project and is located near the northwest corner of the Parent Tract along the southerly right-of-way of Laredo Avenue.

Following the proposed Acquisitions, the Remainder will contain 4.69 acres (204,445 square feet) of gross land area. The highest and best use remains unchanged for potential future industrial development.

By reason of our investigation and analysis, data contained in this report and our experience in the real estate profession, it is our opinion that the amount due the owner of Parcel 208 (as a result of the proposed partial Acquisitions), as of May 3, 2011, is:

Value of the Proposed Acquisitions	
- Parcel 208A (Fee Take):	\$7,400
- Parcel 208B (Fee Take):	\$1,300
- Improvements:	<u>450</u>
Total:	\$9,150
Severance Damages:	<u>-0-</u>
TOTAL COMPENSATION	\$9,150



If you have any questions, or if we may be of assistance, please contact this office at your earliest convenience. Thank you for having given Hanson Real Estate Advisors, Inc. the opportunity to provide real property appraisal services.

Respectfully submitted,

A handwritten signature in cursive script that reads "Woody Hanson".

Woodward S. Hanson, MAI, CRE, CCIM, FRICS
St. Cert. Gen. REA RZ 1003

A handwritten signature in cursive script that reads "Andrew D. Anderson".

Andrew D. Anderson, MBA
St. Cert. Gen REA RZ 3175

EXECUTIVE SUMMARY

1. PROJECT NO.: 4072
2. PROJECT NAME: Ortiz Avenue Widening
3. OWNER OF RECORD: B & M Properties of Lee County, LLC
4. STRAP NUMBER: 16-44-25-P3-00060.0000
5. GENERAL LOCATION: The Property is located at the southeast corner of Ortiz Avenue – CR 865 and Laredo Avenue.
6. PARENT TRACT PROPERTY SIZE: 4.78 Acres (208,347 SF)
7. IMPROVEMENTS: The Parent Tract is improved with an industrial warehouse and a low-rise office building.
8. ZONING DISTRICT: IL (Light Industrial)
9. FUTURE LAND USE DESIGNATION: Industrial
10. TYPE OF PROPOSED ACQUISITIONS: Partial Fee Simple
11. PROPOSED ACQUISITION SIZE: Fee Simple: 3,306 SF & 596 SF
12. PER UNIT VALUE (FEE): \$2.25 PSF
13. INTEREST APPRAISED: Fee Simple
14. DATE OF VALUATION: May 3, 2011
15. APPRAISER(S): Woodward S. Hanson, MAI, CRE, CCIM, FRICS & Andrew D. Anderson, MBA
16. ASSIGNMENT CONDITIONS: N/A

Parcel
* 208B

Division of County Lands

3rd Updated Ownership and Easement Search

Search No. 16-44-25-P3-00060.0000

Date: February 23, 2015

Parcel: 208A and 208B

Project: Ortiz Avenue Widening, # 4072

To: J. Keith Gomez, SR/WA
Property Acquisition Agent

From: _____
Real Estate Title Examiner

STRAP: 16-44-25-P3-00060.0000

Effective Date: February 16, 2015, at 5:00 p.m.

Subject Property: The North 1/2 of the NW 1/4 of the SE 1/4 of the SE 1/4 of Section 16, Township 44 South, Range 25 East, Lee County, Florida, being a portion of Lot 6 of Unrecorded Ballard Estates.

Title to the subject property is vested in the following:

LPMR Real Estate Investment Company, LLC, a Florida Limited Liability Company

By that certain instrument dated December 14, 2012, recorded December 26, 2012, in Instrument Number 2012000282617, Public Records of Lee County, Florida.

Easements:

1. Right-of Way of Ortiz Avenue as recited in Official Record Book 537, Page 316, Public Records of Lee County, Florida.

NOTE (1): Resolution pertaining to East Lee County Sewer System recorded in Official Record Book 1669, Page 3414, Public Records of Lee County, Florida.

NOTE (2): Annexation Agreement recorded in Official Record Book 1910, Page 3589, Public Records of Lee County, Florida.

NOTE (3): Lee County Ordinances relating to garbage and solid waste collection recorded in Official Record Book 2189, Pages 3281 and 3334, Public Records of Lee County, Florida.

NOTE (4): Mortgage executed by LPMR Real Estate Investment Company LLC in favor of Encore National Bank, dated December 18, 2012, recorded December 26, 2012, in Instrument Number 2012000282618, Public Records of Lee County, Florida.

NOTE (5): Assignment of Rents recorded December 16, 2012, in Instrument Number 2012000282619, Public Records of Lee County, Florida.

Division of County Lands

3rd Updated Ownership and Easement Search

Search No. 16-44-25-P3-00060.0000

Date: February 23, 2015

Parcel: 208A and 208B

Project: Ortiz Avenue Widening, # 4072

Tax Status: Taxes for 2014 have been paid on November 18, 2014 in the amount of \$17,365.61.
(The end user of this report is responsible for verifying tax and/or assessment information.)

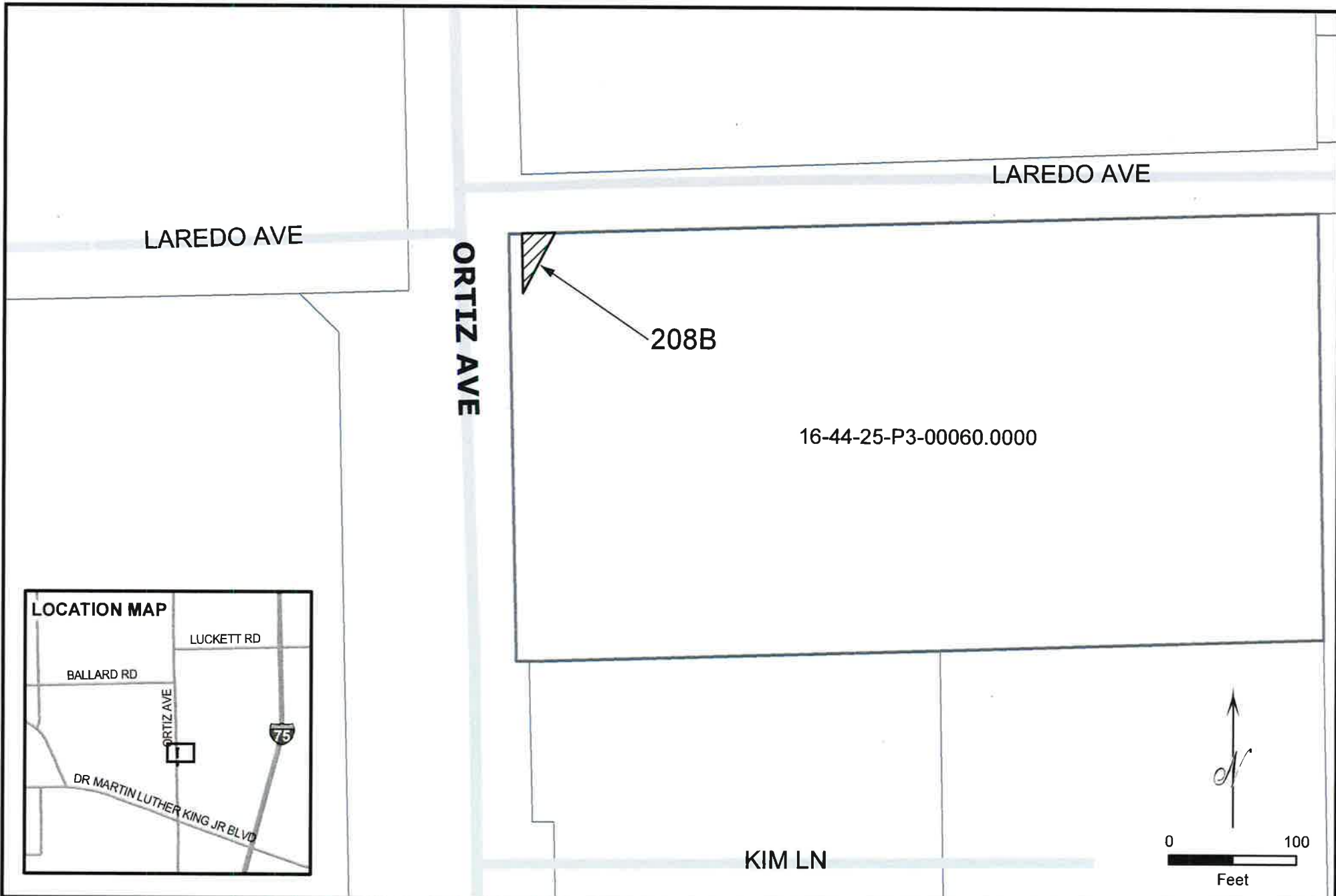
The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees or warranty as to its accuracy.

5-Year Sales History

Ortiz Avenue Widening Project No. 4072

Parcel No. 208B/LPMR Real Estate Investment Company

Grantor	Grantee	Price	Date	Arms Length Y/N
CALFLOR, LLC	LPMR Real Estate Investment Company	\$450,000	12-14-12	Y
Lee County Clerk	CALFLOR, LLC	\$2,300	6-4-12	N



THIS IS NOT A SURVEY.
THE COUNTY LANDS DIVISION HAS PREPARED THIS MAP FOR
INFORMATIONAL PURPOSES ONLY. DETAILS SHOWN MAY BE
UNOFFICIAL DETERMINATIONS AND MAY NOT BE ACCOMPANIED
BY WARRANTY OR GUARANTEE. WHILE THE DIVISION HAS MADE
EVERY EFFORT TO PROVIDE THE CORRECT INFORMATION,
INDEPENDENT VERIFICATION MAY BE REQUIRED.

Acquisition Area

 208B

Ortiz Avenue Project 4072, Parcel 208B

DATE	PROJECT NO	S,T,R	SCALE	SHEET
Feb 2015	4072	16-44-25	1" = 100'	1 OF 1

Blue Sheet No. 20150181	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 11
<p>TITLE: Amend incentive agreement with Hertz Corporation to reflect State's verification requirements</p> <p>ACTION REQUESTED: Approve second amendment to Lee County Incentive Award Agreement with Hertz Corporation. The amendment revises the format in which the Company provides its average wage data.</p> <p>FUNDING: (No funding required; Economic Development).</p> <p>BOCC previously approved funding from General Fund Program.</p> <p>WHAT ACTION ACCOMPLISHES: Revises the format in which the Company provides its average wage data to allow Company to meet its reporting obligations as specified in agreement while protecting certain confidential information. This format reflects the State's employment verification requirements. This amendment also provides that Company will reimburse County for expenses incurred for onsite compliance auditing.</p> <p>MANAGEMENT RECOMMENDATION: Approve</p>		
Requirement/Purpose: (specify)		Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input checked="" type="checkbox"/> Other		Commissioner: All Department: ECONOMIC DEVELOPMENT Division: No Divisions By: Glen Salyer
<p>Background: On May 14, 2013, Lee County entered into an incentive award agreement with the Hertz Corporation to provide financial assistance as an economic incentive for its relocation of its corporate headquarters, including the construction of a 300,000 square foot facility. As part of that agreement, the Company is to provide certain detailed employee wage information.</p> <p>The Company has requested an amendment to protect certain confidential information related to employee earnings as well as make the reporting requirements substantially similar to those required by the State of Florida for its Quick Action Closing Fund Agreement and Qualified Target Industry Tax Refund Agreement.</p> <p>Lastly, the amendment provides the Company will reimburse County for expenses incurred for onsite compliance auditing.</p> <p>Second Amendment to Lee County Incentive Award Agreement Incentive Award Agreement between Hertz Corporation and Lee County</p>		

Required Review:					
Glen Salyer	Andrea R. Fraser	Reginald Kantor	Mike Figueroa	Peter Winton	Roger Desjarlais
ECONOMIC DEVELOPMENT	County Attorney	Budget Analyst	Risk	Budget Services	County Manager

INCENTIVE AWARD AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of May, 2013 by and between Lee County, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners (“County”) and The Hertz Corporation (“Company”).

WITNESSETH:

WHEREAS, the Florida Legislature enacted Section 125.045, Florida Statutes, which confers economic development powers to counties and authorizes the expenditure of public funds for economic development activities as a valid public purpose; and

WHEREAS, Section 125.045(3), Florida Statutes, specifically authorizes a county to make incentive payments in the form of grants to private enterprise for expanding existing businesses located within the county, or to attract new businesses to the county; and

WHEREAS, in 2008, the Board of County Commissioners (hereinafter “Board”) set aside Twenty-Five Million and No/100 Dollars (\$25,000,000.00) of budget reserves for economic development projects in Lee County, and this set-aside has been used to fund the Lee County FIRST Program; and

WHEREAS, the Florida legislature enacted Section 288.106, Florida Statutes, to encourage the growth of higher wage jobs and a diverse economic base by providing tax refunds to qualified target industry businesses that relocate to the State of Florida; and

WHEREAS, the Company’s ability to participate in the qualified target industry tax refund program established under Section 288.106, Florida Statutes, requires local financial support; and

WHEREAS, the Company intends to relocate its corporate headquarters to Lee County, Florida and to construct a state of the art headquarters building containing approximately three hundred thousand square feet (300,000 SF) of space and involving a capital investment of at least Forty-Six Million Two Hundred Fifty Thousand and No/100 Dollars (\$46,250,000.00) with a total expected capital investment of Sixty Million and No,100/00 Dollars (\$60,000,000.00); and

A1b
4-30-13

WHEREAS, the Company commits to creating three hundred fifty (350) New Jobs in Lee County, Florida with the total number of New Jobs in Lee County, Florida expected to be seven hundred (700); and

WHEREAS, the Company has applied to the County to participate in the Lee County FIRST Program, which will utilize a portion of the funds that have been reserved to fund the program; and

WHEREAS, the County has established terms and conditions that must be met by the Company to receive the benefits outlined in this Agreement; and

WHEREAS, the Board finds and declares that this Agreement serves the public purpose of promoting economic development, job growth, and the future expansion of the County's tax base consistent with Section 125.045(3), Florida Statutes.

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, covenant and agree as follows:

1. **RECITALS**. The recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS**.
 - 2.1. "Project" shall mean the acquisition, construction, and equipping of a new headquarters building in Lee County, Florida containing approximately three hundred thousand square feet (300,000 SF).
 - 2.2. "Job" or "Jobs" shall mean permanent, full-time employment. Each person or combination of persons who work at least thirty-five (35) hours a week in Lee County, Florida in a benefit-enhanced, non-temporary capacity, under the control and supervision of the Company, shall be counted as one full-time job.
 - 2.3. "Average Wage" shall mean the average of all annualized wages and salaries paid to Company employees who hold New Jobs in Lee County, Florida. The term, "Average Wage" includes wages, salaries, commissions, bonuses, drawing accounts, vacation sick pay, but excludes employee benefit packages.

“

- 2.4. "Effective Date" shall mean the date on which the last party executes this Agreement.
- 2.5. The terms "create" and/or "maintain" a Job shall mean that the Job created or maintained must be filled with a natural person actually working in the Job in Lee County, Florida as described in Paragraph 2.2. above.
- 2.6. "Initial Performance Period" shall mean that period of time following the Effective Date and ending on December 31, 2016 unless accelerated as provided in Paragraph 16 of this Agreement.
- 2.7. "New Job" or "New Jobs" shall mean any Job created in connection with the headquarters Project, housed at the new headquarters and maintained in Lee County for a minimum period of forty-eight (48) months following the Initial Performance Period. The term "New Jobs" or "New Job" does not include temporary construction jobs involved with the construction of the Project or retail jobs unrelated to the headquarters Project.
- 2.8. "Qualified Capital Investment" shall mean investments made by the Company to acquire the real property for the Project, to construct the Project and to acquire and/or lease such furniture, fixtures and equipment as may be installed at the Project.
- 2.9. "Retention Period" shall mean the four (4) years immediately following the Initial Performance Period.

3. **INCENTIVE FUNDS EARMARKED FOR COMPANY.**

- 3.1. Qualified Target Industry Incentive. The County acknowledges that it has committed local financial support to the extent referenced in Paragraph 5.1.2. hereof to facilitate the Company's participation in the Tax Refund Program for Qualified Target Industry Businesses established under the provisions of Section 288.106, Florida Statutes
- 3.2. Lee County FIRST Incentive Award. Lee County acknowledges that it has now and will have available for, and has earmarked within the County budget system, Four Million and No/100 Dollars (\$4,000,000.00) in incentive funding to be paid to the Company at the times provided for herein, and upon satisfaction of the conditions precedent and performance requirements set forth in Paragraph 4 of this Agreement. If the full

amount of the Lee County FIRST Award has not been required to be funded hereunder as of the completion of the Initial Performance Period, the County shall be released of any obligation to advance the unfunded amount and shall make appropriate entries in its budget system to release the earmarked funds to the restricted reserves for the Lee County FIRST Program.

4. **COMPANY PERFORMANCE OBLIGATIONS.**

4.1. **Qualified Capital Investment.** The Company shall make a minimum total Qualified Capital Investment in the Project of Forty-Six Million Two Hundred Fifty Thousand and No/100 Dollars (\$46,250,000.00) with a proposed total Qualified Capital Investment in the Project of Sixty Million and No/100 Dollars (\$60,000,000.00) in accordance with the following schedule:

4.1.1. The Company shall make a Qualified Capital Investment in the Project of Sixteen Million Two Hundred Fifty Thousand and No/100 Dollars (\$16,250,000.00) on or before December 31, 2013;

4.1.2. The Company shall make a Qualified Capital Investment in the Project of an additional Thirty Million and No/100 Dollars (\$30,000,000.00) on or before December 31, 2014; and

4.1.3. The Company proposes to make a Qualified Capital Investment in the Project of an additional Thirteen Million Seven Hundred Fifty Thousand and No/100 Dollars (\$13,750,000.00) on or before the completion of the Initial Performance Period.

4.2. **New Job Creation.**

4.2.1. The Company shall create a minimum of three hundred fifty (350) New Jobs in Lee County, Florida that pay an Average Wage of at least One Hundred Two Thousand and No/100 Dollars (\$102,000.00) per year on or before September 30, 2015.

4.2.2. The Company proposes to create an additional three hundred fifty (350) New Jobs in Lee County, Florida that pay an Average Wage of at least One Hundred Two Thousand and No/100 Dollars

(\$102,000.00) per year on or before the completion of the Initial Performance Period.

- 4.3. New Job Retention. The Company shall maintain in Lee County, Florida up to three hundred fifty (350) New Jobs for a minimum period of forty-eight (48) months following completion of the Initial Performance Period. The Company shall likewise maintain any additional New Jobs created and taken into account under Paragraph 5.2.2.2 for a minimum period of forty-eight (48) months following completion of the Initial Performance Period.
- 4.4. No Obligation. The Company is under no obligation to pursue the additional New Jobs or Qualified Capital Investments referred to in Paragraph 4.1.3. and 4.2.2. should it decide not to seek the additional Lee County FIRST Incentive Award funding referred to in Paragraph 5.2.2.2.

5. AWARD PAYMENTS.

5.1. Qualified Target Industry Tax Refund Program.

5.1.1. Local Recommendation. The Board shall adopt a resolution finding and recommending that the relocation of the Company to Lee County, Florida be approved as a Qualified Target Industry Business and finding that the commitments of local financial support necessary for the Target Industry Business exist consistent with the provisions of Section 288.106, Florida Statutes. The Board will adopt a local financial support resolution within ninety (90) days after the Florida Office of Tourism, Trade, and Economic Development has issued the letter of certification for the Company contemplated under Subsection 288.106(4), Florida Statutes.

5.1.2. Qualified Target Industry Incentive. Subject to the Company satisfying in all material respects the applicable requirements of Section 288.106, Florida Statutes, the County shall make payments on an annual basis to an Economic Development Incentive Account established for the Company by the Florida Office of Tourism, Trade and Economic Development. The total amount of Qualified Target Industry Incentive payments may not exceed the sum of Six Hundred Thousand and No/100 Dollars (\$600,000.00). The incentive award under this Paragraph is in addition to the incentive

award being made under the Lee County FIRST Program and is not subject to the repayment provisions of Paragraph 7 of this Agreement.

5.1.3. Statutory Requirements. The Company acknowledges that its entitlement to the local financial support referred to in Paragraph 5.1.2 above is conditioned on the Company's satisfaction in all material respects of all applicable requirements of Section 288.106, Florida Statutes.

5.2. Lee County FIRST Program.

5.2.1. Incentive Funds Earmarked for Company. The County hereby acknowledges that it has and will have available funds, and has budgeted, appropriated, and is holding in a restricted reserve account in the general fund of the County the sum of Four Million and No/100 Dollars (\$4,000,000.00) in incentive funding under the Lee County FIRST Program (the "Lee County FIRST Program Incentive Award"). The Lee County FIRST Incentive Award shall be released and paid to the Company as set forth below.

5.2.2. Payment of Lee County FIRST Program Incentive Award. Subject to satisfaction of the conditions precedent set forth below, the County shall pay the Lee County FIRST Program Incentive Award to the Company as follows:

5.2.2.1. Provided the Company has created no fewer than three hundred fifty (350) New Jobs in Lee County, Florida and made a minimum Qualified Capital Investment in the Project of Forty-Six Million Two Hundred Fifty Thousand and No/100 Dollars (\$46,250,000.00), the County shall pay to the Company the sum of Two Million and No/100 Dollars (\$2,000,000.00) on or before September 30, 2015; and

5.2.2.2. Provided the Company has made a total Qualified Capital Investment in the Project of Sixty Million and No/100 Dollars (\$60,000,000.00) as of the end of the Initial Performance Period, the County shall pay to the Company at the completion of the Initial Performance Period, the sum of Five Thousand Seven Hundred

Fourteen and 28/100 Dollars (\$5,714.28) for each New Job created beyond the three hundred fifty (350) New Jobs referred to in Paragraph 4.2.1. up to three hundred fifty (350) additional New Jobs. In no event shall the total Lee County First Incentive Award exceed Four Million and No/100 Dollars (\$4,000,000.00).

5.2.3. Accelerated Incentive Award Payment. If the Company establishes temporary facilities in Lee County, Florida and creates one hundred (100) or more New Jobs in Lee County, Florida, the County will pay to the Company on December 31, 2014, the sum of Five Thousand Seven Hundred Fourteen and 28/100 Dollars (\$5,714.28) for each New Job created up to one hundred (100) New Jobs. The accelerated incentive award payment paid under this Paragraph may not exceed the sum of Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight and 57/100 Dollars (\$571,428.57). In the event the Company avails itself of the opportunity to receive an accelerated incentive award payment, the number of New Jobs which must be created as a condition precedent to the incentive award payment to be made under Paragraph 5.2.2.1 above, and the amount of the incentive award payment to be made thereunder shall be downwardly adjusted to account for the accelerated incentive award payment. The Company is under no obligation to pursue an accelerated incentive award payment and the failure of the Company to achieve the performance milestones associated with such an accelerated payment does not constitute an event of default under the terms of this Agreement.

5.2.4. Application for Incentive Payment. The Company shall apply for incentive award funds by submitting to the Executive Director of the Lee County Economic Development Office a written, sworn certification by the Chief Financial Officer of the Company specifying the number of New Jobs created by the Company and the total Qualified Capital Investment made by the Company. The certification shall contain the following information for each New Job created: (1) the position classification; (2) the annualized wage for the position, excluding employee benefit packages; (3) the hire date for the position; (4) the address of the facility where the position will be based; and (5) a payroll report for the position. The certification shall contain the following information for the

Qualified Capital Investment made by the Company: (1) the date of the investment; (2) a narrative description of the investment; (3) the amount of the investment; (4) the name and address of the party receiving the investment; and (5) a receipt, cancelled check or other written evidence of payment.

6. **REPORTING REQUIREMENTS.** On a quarterly basis, the Company shall submit to the County in sufficient and reasonable detail a written progress report verifying the number of New Jobs created by the Company in Lee County, Florida, the Average Wage of these New Jobs and specifying the total Qualified Capital Investment made by the Company to date. The quarterly report shall include for each New Job created the following information: (1) the position classification; (2) the annualized wage for the position excluding employee benefit packages; (3) the hire date for the position; and (4) a payroll report for the position. The quarterly report shall include the following information regarding Qualified Capital Investments made by the Company: (1) the date of the investment; (2) a narrative description of the investment; (3) the amount of the investment; (4) the name and address of the party receiving the investment; and (5) a receipt, cancelled check or other written evidence of payment. The quarterly report shall be certified under oath by the Chief Financial Officer of the Company and shall be delivered to the County no later than March 31, June 30, September 30 and December 31 of each year following the Effective Date. The County Attorney and Clerk's Auditor may review these reports and all supporting base documentation at the Economic Development Office for confirmation that all performance requirements have been fully satisfied.

7. **REPAYMENT OF LEE COUNTY FIRST INCENTIVE AWARD.**

7.1. New Job Retention Reporting. On June 30 of each year of the Retention Period, the Company shall report to the County the number of New Jobs it maintains in Lee County, Florida.

7.2. Annual Repayments. To the extent the number of New Jobs maintained by the Company in Lee County, Florida for a particular year during the Retention Period falls below the total number of New Jobs created by the Company and funded by the County as of the completion of the Initial Performance Period, the Company shall repay to the County a sum equal to Five Thousand Seven Hundred Fourteen and 28/100 Dollars (\$5,714.28) for each New Job lost.

7.3. Date of Repayment. The annual repayment contemplated in 7.2 above shall be made to the County within thirty (30) days following June 30 of the year for which an annual repayment is owed. Should the annual repayment not be

received by the County as provided for above, interest shall accrue on the annual repayment amount at an annual interest rate equal to the statutory interest rate arising under Florida Law.

- 7.4. Failure to Report. The County shall provide the Company with written notice of default should it determine that the Company has failed to materially comply with the reporting provisions of this Agreement. Should the Company fail to cure its reporting failure within thirty (30) days from the date of the County's written notice, the Company shall repay to the County any portion of the Four Million and No/100 Dollars (\$4,000,000.00) incentive award it has received from the County less any annual repayments previously received by the County under the provisions of Paragraph 7.2 of this Agreement. The payment contemplated herein shall be made by the Company within sixty (60) days from the date of the County's notice of default.
8. **FORGIVENESS OF INCENTIVE AWARD.** If the Company retains all New Jobs as described in Paragraph 4.3, makes all required Qualified Investments, and otherwise performs all material obligations hereunder, the Company shall be released from any repayment requirements arising under the terms of this Agreement.
9. **MAINTENANCE OF RECORDS.** The Company shall keep full and detailed records pertaining to its workforce located in Lee County, Florida as well as Jobs created pursuant to the terms of this Agreement. The records to be maintained shall include, but shall not be limited to, those documents underlying or otherwise supporting the certifications and quarterly reports referenced in Paragraphs 5.2.4 and 6 of this Agreement. The Company shall preserve the aforementioned records until December 31, 2021.
10. **ANNUAL RIGHT TO AUDIT.** The County or its designated representatives shall audit the Company's business records on an annual basis to monitor the Company's progress in achieving and/or satisfying the performance requirements set forth in Paragraph 4 of this Agreement. The County shall afford the Company thirty (30) days' notice of its desire to initiate the annual audit of the business records of the Company and shall specify the categories and type of business records it wishes to review. The Company shall make the business records requested available for the County's review in the Company's offices located in Lee County, Florida no later than thirty (30) days after receiving the County's request.
11. **COMPANY'S WARRANTIES AND REPRESENTATIONS.**

- 11.1. Company represents that it possesses all requisite legal authority to enter into this Agreement, and that the individual executing this Agreement is possessed with the authority to so sign and bind the Company.
- 11.2. The Company further warrants that it has not entered into any agreements or has obligations that would prohibit the Company from locating or maintaining facilities and New Jobs in Lee County, Florida.
12. **INDEMNIFICATION BY COMPANY.** The Company agrees to defend, indemnify and save harmless the County and its agents, servants and employees from and against any claims, costs, expense or liability (including attorneys' fees) arising out of, resulting from or occurring in connection with the Company's breach of this Agreement. Notwithstanding the foregoing, the Company is not required to indemnify, hold harmless or defend the County from any claim arising out of a default by the County under the terms of this Agreement. The Company's indemnification obligation shall be limited, in all events, to an amount equal to the amount the Company actually receives under this Agreement less any repayments previously received by the County, and in no event shall the Company be required to indemnify the County for any consequential, punitive, incidental or similar damages incurred in connection with or pursuant to this Agreement and the County hereby waives any and all claims for any such damages.
13. **TERM AND TERMINATION.** This Agreement shall terminate on the earlier of:
 - 13.1. December 31, 2020;
 - 13.2. At the option of the County in the event the Company is in default of any obligations on its part to be performed under this Agreement;
 - 13.3. The execution by all parties of a written agreement terminating this Agreement; or
 - 13.4. At the option of the County, if the Company suffers an event of bankruptcy or insolvency.
14. **RELATIONSHIP OF PARTIES.** Nothing in this Agreement, or any act of the Parties shall be deemed or construed by the Parties hereto or any third party to create a relationship of principal and agent, partnership, joint venture, or of any association whatsoever between the Company and County.

15. **PROMOTION OF ECONOMIC INCENTIVES.** Either party may issue news releases, public announcements, advertisements or other forms of publicity concerning its efforts in connection with this Agreement.
16. **ACCELERATION OF INITIAL PERFORMANCE PERIOD.** The Company shall be entitled to accelerate the Initial Performance Period by providing written notice to the County setting forth a termination date for the Initial Performance Period earlier than December 31, 2016. The Retention Period shall commence as of the Initial Performance Period termination date set forth in the Company's written notice. In no event shall the accelerated termination date predate the Company's written notice.
17. **SURVIVAL.** All covenants, agreements, representations and warranties made herein shall survive the termination of this Agreement.
18. **MISCELLANEOUS.**
 - 18.1. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless it is in writing and signed by the parties against whom the enforcement of such modification, waiver, amendment, discharge, or change is sought.
 - 18.2. This Agreement shall be construed in accordance with the laws of the State of Florida.
 - 18.3. Any and all litigation arising in connection with this Agreement shall be heard in a court of appropriate jurisdiction in Lee County, Florida.
 - 18.4. This Agreement shall be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
 - 18.5. All notices under this Agreement shall be in writing and shall be deemed to have been given when mailed in any United States Post Office, enclosed in a registered, postage-paid envelope, return receipt requested, addressed to the address of the respective parties stated below:

If to the Company: Todd Poste, Executive Vice President
Global Supply Chain and Fleet
The Hertz Corporation
225 Brae Blvd.
Park Ridge, NJ 07656
Ph: 201-307-2909

with copies to: Richard J. Frecker, Vice President,
Deputy General Counsel
The Hertz Corporation
225 Brae Blvd.
Park Ridge, NJ 07656 USA
Ph: 201-307-2388
Fx: 201-307-2089

and

Geoffrey M. Davis
Jenner & Block LLP
353 N. Clark Street
Chicago, IL 60654-3456
Ph: 312-923-8302
Fx: 312-923-8402

If to the County: Executive Director
Lee County Economic Development
2201 Second Street, Ste 500
Fort Myers, FL 33901
Ph: 239-338-3161
Fx: 239-338-3227

with copies to: County Manager of Lee County
P.O. Box 398
Fort Myers, FL 33902

and

County Attorney, Lee County
P.O. Box 398
Fort Myers, FL 33902 11

or to such other address or to such other persons as any party may designate in writing to the other for such purpose.

- 18.6. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the persons or entity may require.
- 18.7. If a provision or a portion of any provision of this Agreement, or the application of any such provision or portion thereof to any person or circumstance, is held invalid or unenforceable, the remaining portion(s)

of the provision and the remaining provisions of this Agreement shall not be affected thereby.

- 18.8. The prevailing party shall be entitled to recover all costs incurred, including a reasonable attorneys' fee.
- 18.9. This Agreement may not be assigned by Company without the prior written consent of the County.
- 18.10. The Company agrees any public expenditure under this Agreement that is found to be unlawful by a court of competent jurisdiction shall be reimbursed to the County. The County represents and warrants that the public expenditures contemplated by this Agreement comply with all applicable laws in effect on the date of this Agreement.
- 18.11. The parties hereto shall, at any time and from time to time following the execution hereof, execute and deliver all such further instruments and take all such further action as may be necessary or appropriate to carry out the purposes of this Agreement.
- 18.12. Every covenant, term, and provision of this Agreement shall be construed according to its fair meaning and shall not be strictly construed for or against any party.
- 18.13. All titles or captions contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the day and year first above written. Lee County, through its Board of County Commissioners, authorized the County Chair to execute this Agreement on the 14th day of May, 2013

Approved As

To Form

By


County Attorney

**THE COUNTY
LEE COUNTY, FLORIDA
Board of County Commissioners**

BY


Cecil L Pendergrass

DATE:

4/30/13

ATTEST: LINDA DOGGETT
CLERK OF COURTS

By: Marcia Wilson
Deputy Clerk



THE COMPANY
THE HERTZ CORPORATION

BY: [Signature]
Todd Poste, Executive Vice President
Global Supply Chain and Fleet

DATE: _____

STATE OF ~~FLORIDA~~ NEW JERSEY
COUNTY OF BERGEN

The foregoing instrument was acknowledged before me this 9th day of MAY, 2013, by Todd Poste as Executive Vice President Global Supply Chain and Fleet of The Hertz Corporation (the "Company").

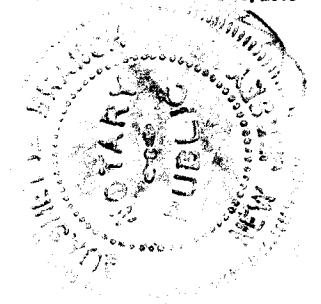
Quashetta Branch
Signature of Notary Public - State of ~~Florida~~ New Jersey

(Print, Type, or Stamp Commissioned Name of Notary Public)

QUASHETTA BRANCH
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 19, 2016

Personally Known OR Produced Identification

Type of Identification Produced: _____



**SECOND AMENDMENT TO LEE COUNTY
INCENTIVE AWARD AGREEMENT**

THIS SECOND AMENDMENT (the "Amendment") to the Lee County Incentive Award Agreement dated May 14, 2013, and First Amendment dated April 6, 2014, is made and entered into this _____ day of _____, 2015, by and between Lee County, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners ("County") and The Hertz Corporation ("Company").

WITNESSETH:

WHEREAS, the County and the Company entered into an Incentive Award Agreement regarding the Company's relocation of its corporate headquarters to Lee County, Florida and the construction of a state of the art headquarters building containing approximately three hundred thousand square feet (300,000 sf) of space and a capital investment of at least Forty-Six Million Two Hundred Fifty Thousand and No/100 Dollars (\$46,250,000.00) with a total expected capital investment of Sixty Million and No/100 dollars (\$60,000,000.00); and

WHEREAS, the Company committed to creating three hundred fifty (350) new jobs in Lee County, Florida with the total number of new jobs in Lee County, Florida expected to be seven hundred (700); and

WHEREAS, the Company and the County agree to amend the format in which the Company reports its Average Wage data in order to (1) protect certain confidential information related to employee earnings and (2) have the reporting requirements of this agreement be substantially the same as those that the Company has with the State of Florida for its Quick Action Closing Fund Agreement and Qualified Target Industry Tax Refund Agreement; and

WHEREAS, the Company has agreed to re-submit its (1) September 30, 2014 report (the "Third Quarter Report") and (2) request for accelerated payment that it previously sent on September 22, 2014; to adhere to the reporting requirements agreed to in this Amendment; and

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, covenant and agree as follows:

1. **RECITALS**. The recitals set forth above are incorporated into the terms of this Agreement as if set out herein at length.

2. Section 5.2.4., Section 6, and Section 10 of the Incentive Award Agreement are hereby amended as follows, with underlined language being the amendment to previously adopted text and deleted language being shown by struck-through type.

5.2.4 The Company shall apply for incentive award funds by submitting to the Executive Director of the Lee County Economic Development Office a written, sworn certification by the Chief Financial Officer of the Company specifying the number of New Jobs created by the Company and the total Qualified Capital Investment made by the Company. The certification shall contain the following information for each New Job created: (1) the position classification; (2) the hire date for the position; (3) the termination date (if applicable) for the position; (4) the address of the facility where the position will be based; and (5) a multiple work site report as produced to the state of Florida evidencing the aggregate quarterly wages for all New Jobs or such other agreed upon documentation. The certification shall contain the following information for the Qualified Capital Investment made by the Company: (1) the date of the investment; (2) a narrative description of the investment; (3) the amount of the investment; (4) the name and address of the party receiving the investment; and (5) a receipt, cancelled check or other written evidence of payment.

6.0 **REPORTING REQUIREMENTS**. On a quarterly basis, the Company shall submit to the County in sufficient and reasonable detail a written progress report verifying the number of New Jobs created by the Company in Lee County, Florida, the Average Wage of these New Jobs and specifying the total Qualified Capital Investment made by the Company to date. The quarterly report shall include for each New Job created the following information: (1) the position classification; (2) the hire date for the position; (3) the termination date (if applicable) for the position; and (4) a multiple work site report as produced to the state of Florida evidencing the aggregate quarterly wages for all New Jobs or such other agreed upon documentation. The quarterly report shall include the following information regarding Qualified Capital Investments made by the Company: (1) the date of the investment; (2) a narrative description of the investment; (3) the amount of the investment; (4) the name and address of the party receiving the investment; and (5) a receipt, cancelled check or other written evidence of payment. The quarterly report shall be certified under oath

by the Chief Financial Officer of the Company and shall be delivered to the County no later than March 21, June 30, September 30, and December 31 of each year following the Effective Date. The County Attorney and Clerk's Auditor may review these reports and all supporting base documentation at the Economic Development Office for confirmation that all performance requirements have been fully satisfied.

10. **ANNUAL RIGHT TO AUDIT.** The County or its designated representatives shall audit the Company's business records on an annual basis to monitor the Company's progress in achieving and/or satisfying the performance requirements set forth in Paragraph 4 of this Agreement. The County or its designated representatives shall further be given the right to audit the Company's business records prior to each and every disbursement of incentive award funds under this Agreement. The County shall afford the Company thirty (30) days' notice of its desire to initiate the audit of the business records of the Company and shall specify the categories and type of business records it wishes to review. The Company shall make the business records requested available for the County's review in the Company's offices located in Lee County, Florida no later than thirty (30) days after receiving the County's request. The Company agrees to compensate the County with a payment of \$500 for each audit conducted by the County, at the time of the audit.

3. Section 5.2.3.1 is hereby added to the Incentive Award Agreement and states as follows:

5.2.3.1. The County agrees that (1) once the Company resubmits the Third Quarter Report pursuant to the terms of this Amendment, it will be deemed to be timely submitted and (2) the County is under no obligation, and does not need, to pay the accelerated incentive award until the Company re-submits its request for such award.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the day and year first above written. Lee County, through its Board of County Commissioners, authorized the County Chair to execute this Agreement on the _____ day of _____, 2015.

**THE COUNTY
LEE COUNTY, FLORIDA
Board of County Commissioners**

BY _____

DATE: _____

**ATTEST: LINDA DOGGETT
CLERK OF COURTS**

By: _____
Deputy Clerk

**THE COMPANY
THE HERTZ CORPORATION**

BY: _____
Thomas C. Kennedy
Senior Executive Vice President
Chief Financial Officer

DATE: _____

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Thomas C. Kennedy as Senior Executive Vice President and Chief Financial Officer of The Hertz Corporation (the "Company").

Signature of Notary Public - State of Florida

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced: _____

Blue Sheet No. 20150194	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 12
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TITLE:
Convey the completeLee Community Sustainability Plan to the Southwest Florida Community Foundation

ACTION REQUESTED:
Declare the completeLee Community Sustainability Plan to be surplus property pursuant to the requirements of Florida Statutes §125.38; convey the plan to the Southwest Florida Community Foundation, Inc.; and approve and authorize the Board Chair to execute a companion Interlocal Agreement to facilitate the transfer and future use of completeLee.

FUNDING:
(No funding required.)

WHAT ACTION ACCOMPLISHES:
Transfers ownership of, and responsibility for, the completeLee community sustainability plan to the Southwest Florida Community Foundation, Inc. This transfer will facilitate broader engagement of the many public and private entities throughout the community that will be pivotal in implementing the goals and objectives outlined in the completeLee plan.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute §125.38, F.S. <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: Department: COUNTY MANAGER Division: By: Glen Salyer

Background:
The completeLee plan provides an extensive framework for community participation to promote the sustainability of the region's vibrant quality of life. However, the success of completeLee ultimately depends on broader engagement of the many public and private entities throughout the community that will be pivotal in implementing the plan's wide ranging goals and objectives.

The Southwest Florida Community Foundation (SWFC) is a not-for-profit organization that convenes multi-agency collaborative efforts to address issues of regional concern. SWFC has requested that the Board donate the completeLee plan to SWFC for its use in increasing public awareness of important community sustainability issues. As SWFC is organized for the purposes of promoting community or public interest and welfare, it is the type of organization deemed by Florida Statutes §125.38 to be an appropriate recipient for the requested transfer of the plan.

Attachments: Resolution

Required Review:					
Glen Salyer	Michael D. Jacob	Anne Henkel	Peter Winton	Roger Desjarlais	
COUNTY MANAGER	County Attorney	Budget Analyst	Budget Services	County Manager	

Interlocal Agreement

Resolution No. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA RELATING TO THE DONATION OF PROPERTY TO SOUTHWEST FLORIDA COMMUNITY ASSOCIATION, INC., PURSUANT TO FLORIDA STATUTES §125.38.

WHEREAS, the Board of County Commissioners ("*Board*") is the governing body in and for Lee County ("*County*"), a political subdivision of the State of Florida, with all of the powers available to it under Florida Statutes Chapter 125; and,

WHEREAS, the Board has certain powers and authority relative to the disposition of both real and personal property belonging to the County; and

WHEREAS, pursuant to §125.38, Florida Statutes, the County has the authority to convey personal property by private sale to any corporation or other not-for-profit organization for nominal consideration if certain findings are made by the Board; and

WHEREAS, since August 2010, the County has partnered with residents, businesses and community leaders to develop its first sustainability plan known as completeLEE ("*completeLEE*"), which plan is incorporated herein by reference; and

WHEREAS, the Board recognizes the need to broaden the scope of community involvement to facilitate greater implementation of the goals and objectives contained in completeLEE; and

WHEREAS, Southwest Florida Community Foundation, Inc. ("*SWFC*"), is a recognized charitable organization pursuant to Internal Revenue Code §501(c)(3) and a Florida Non-Profit Corporation, organized for the purpose of promoting community or public interest and welfare as contemplated by §125.38, Florida Statutes; and

WHEREAS, SWFC has requested the Board to donate completeLEE for its use in increasing public awareness of important regional issue as contained in completeLEE;

WHEREAS, the Board has carefully reviewed the request and finds that completeLEE is not needed for any County purpose, and further finds that the use of completeLEE by SWFC serves a public purpose and is in the public interest; and

WHEREAS, the Board also recognizes that SWFC provides an ideal avenue for current Community Sustainability Advisory Committee members and other citizens to further the purposes of sustainability goals and objectives.

WHEREAS, pursuant to §125.38, Florida Statutes, the County may convey property (real or personal) for nominal value to a not-for-profit organization organized for promoting community or public interest and welfare, and for the advancement of such purposes; and

WHEREAS, SWFC has an extensive framework for community engagement and seeks to achieve improvement in the quality of life in southwest Florida; and

WHEREAS, SWFC seeks to study important regional environmental concerns and is able to expertise in regional research and community engagement in order to address such concerns; and

WHEREAS, the County and SWFC have developed an Interlocal Agreement (“*Agreement*”), a copy of which is attached hereto as Exhibit “A,” with the terms and conditions incorporated herein by reference, and which Agreement is in furtherance of the purposes stated herein; and

WHEREAS, the Board also finds that it serves a public purpose to convey completeLEE to SWFC, for the nominal consideration of One Dollar (\$1.00) and the terms and purposes contained in the attached Agreement.

NOW THEREFORE, be it resolved by the Board of County commissioners that:

1. The Recitals as set forth above are true and accurate and are hereby incorporated both herein and into the terms of the attached Agreement as if set out at length.
2. The County recognizes and accepts SWFC’s request to receive completeLEE.
3. The County recognizes and accepts SWFC’s agreement to use completeLEE under the terms, conditions and purposes as stated in the attached Agreement.
4. The Board specifically authorizes and directs relevant County Staff to act to effect the transfer completeLEE to SWFC under the terms of the attached Agreement, and specifically authorizes the Board Chair to execute any and all such necessary documents for this transaction on behalf of the Board.
5. This Resolution shall become effective immediately upon its adoption.

Commissioner _____ made a motion to adopt the foregoing resolution, seconded by Commissioner _____. The vote was as follows:

John Manning _____
Cecil L Pendergrass _____
Larry Kiker _____
Brian Hamman _____
Frank Mann _____

DULY PASSED AND ADOPTED this _____ day of _____, 2015.

ATTEST:
LINDA DOGGETT, CLERK

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

[Type or print name]
Deputy Clerk

BY: _____
Brian Hamman
Chair

Approved as to form for the
Reliance of Lee County only:

John J. Fredyma
Assistant County Attorney
County Attorney's Office

Attachment: Exhibit "A" – Interlocal Agreement

INTERLOCAL AGREEMENT

THIS Interlocal Agreement (“*Agreement*”) is made and entered into this ____ day of _____, 2015, by and between Lee County, a political subdivision of the State of Florida, whose mailing address is PO Box 398, Fort Myers, Florida 33901 (“*County*”), and the Southwest Florida Community Association, Inc., a Florida Non Profit Corporation, whose mailing address is 8771 College Parkway, Suite 201, Building 2, Fort Myers, Florida 33919 (“*SWFC*”), collectively referred to as the “*Parties*.”

WHEREAS, the Board of County Commissioners (“*Board*”) is the governing body in and for Lee County, with all of the powers available under Florida Statutes Chapter 125; and,

WHEREAS, since August 2010, Lee County has partnered with residents, businesses and community leaders to develop its first sustainability plan known as completeLEE (“*completeLEE*”), which plan is incorporated herein by reference; and

WHEREAS, completeLEE has been developed as a framework for community participation to achieve improvement to the quality of life in southwest Florida.

WHEREAS, the Board recognizes the need to broaden the scope of community involvement to facilitate greater implementation of the goals and objectives contained in completeLEE; and

WHEREAS, SWFC is a recognized charitable organization pursuant to Internal Revenue Code §501(c)(3) and a Florida Non-Profit Corporation; and

WHEREAS, SWFC seeks to study important regional issues and is able to provide expertise in regional research and community engagement in order to address such concerns; and

WHEREAS, pursuant to §125.38, Florida Statutes, the County may convey property (real or personal) for nominal value to a not for profit organization organized for promoting community or public interest and welfare for the advancement of such purposes.

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

SECTION ONE

INCORPORATION OF RECITALS

The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.

SECTION TWO

PURPOSE

The purpose of this Agreement is to facilitate the transfer of the County's ownership in the sustainability plan known as completeLEE and to advance and promote community and public interest and welfare for the visitors and residents of Lee County.

SECTION THREE

SCOPE OF TRANSFER

It is intended the transfer of completeLEE from the County to SWFC will include all rights in completeLEE, including the right to use all data compiled and contained in the sustainability plan in its current format.

SECTION FOUR

COUNTY OBLIGATIONS

The County agrees to:

- a) Cooperate to effect the necessary transfer of the sustainability plan, and all companion data and materials, to SWFC. The transfer also includes the right for SWFC to use the name completeLEE; however, any other County owned or operating program name or title is not included and will remain the sole and exclusive property of the County.
- b) The County will not be responsible for providing payment in any form for expenses, research or operation of SWFC.
- c) The transfer does not include any promise or guarantee of funding or the allocation of any County staff time or materials either now or in the future.

SECTION FIVE

SWFC OBLIGATIONS

SWFC agrees to:

- a) Utilize the data and information contained in completeLEE for public or community interest and welfare.
- b) Assume responsibility for any financial or legal obligations to Sustainability Tools for Assessing & Rating Communities (STAR Communities) incurred on or after the Effective Date of this Agreement. County retains liability for any obligations incurred prior to the Effective Date. The County's completeLEE was developed in conjunction with STAR Communities.

SECTION SIX

**ACCURACY OF INFORMATION, USE,
NO ENDORSEMENT AND HOLD HARMLESS**

- a) The County makes no guarantee, promise, assurance or representation with respect to the accuracy of any of the data or information contained in completeLEE.
- b) The County will not be responsible for the improper use of any of the data or information contained in completeLEE by SWFC.
- c) The conveyance of completeLEE by the County to SWFC does not represent an endorsement by the County of any policy, statement or entity contained or identified in completeLEE nor does it represent an endorsement of any other SWFC program, policy or practice.
- d) SWFC agrees to indemnify, defend and hold harmless the County against any actions, claims for damages arising out of SWFC's use of the data or information contained in completeLEE in connection with this Agreement.

SECTION SEVEN

AMENDMENT TO AGREEMENT

This Interlocal Agreement may only be amended as provided for herein, with the express consent of both Parties and executed with the same formality and dignities as this original Agreement.

SECTION EIGHT

INTERPRETATION OF AGREEMENT

This Interlocal Agreement shall be construed and interpreted pursuant to Florida law. Venue for any disputes between the Parties arising under this Interlocal Agreement shall be the Twentieth Judicial Circuit Court, in and for Lee County, Florida.

SECTION NINE

INTEGRATION OF DOCUMENT

This Agreement, including any incorporated exhibits or amendments, constitutes the entire Agreement between the Parties and shall supersede and control over any or all prior Agreements or understandings, either written or oral, relating to the matters herein.

SECTION TEN

EFFECTIVE DATE

This Agreement will be effective on the last date signed by the Chair or Vice-Chair of the Board of County Commissioners of Lee County, Florida.

SECTION ELEVEN **SEVERABILITY**

Should any portion of this Agreement be found invalid by a court of law, the remaining portions of this Agreement shall remain in effect insofar as they can reasonably be severed from the invalid portion.

SECTION TWELVE **MISCELLANEOUS**

- a) The Parties represent that they have full authority to enter into and execute this Agreement.
- b) The terms and conditions of this Interlocal Agreement shall extend to and bind the successors and assigns of the County and SWFC.
- c) The drafting of this Agreement has been a joint endeavor between the Parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one Party than the other.
- d) In no case shall either Party be liable to the other for either consequential or special damages of any kind whatsoever, including, but not limited to, lost revenues, or any other damages of any kind relating to this Agreement.

[End of provisions.]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the day and year first written above.

**SOUTHWEST FLORIDA COMMUNITY
FOUNDATION, INC.**
A Florida Non Profit Corporation

(1ST Witness Signature)

(Type or print name)

(2nd Witness Signature)

(Type or print name)

By: _____

Sarah Owen
President

State of Florida
County of Lee

The foregoing Agreement was acknowledged before me this _____ day of _____, 2015, by Sarah Owen, the President of Southwest Florida Community Foundation, Inc., a Florida Non Profit Corporation, on behalf of the corporation. She is personally known to me or she has produced _____ as identification.

Notary Public
[Stamp or seal]

Approved and accepted for and on behalf of Lee County, Florida:

ATTEST:
LINDA DOGGETT, CLERK

**LEE COUNTY BOARD OF COUNTY
COMMISSIONERS**

BY: _____
Deputy Clerk

[Type or print name]
Deputy Clerk

BY: _____
Brian Hamman
Chair

Approved as to form for the
Reliance of Lee County only:

John J. Fredyma
Assistant County Attorney
County Attorney's Office

Blue Sheet No. 20150196	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 13
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TITLE:
Approve Board FY15-16 Draft Budget Policies.

ACTION REQUESTED:
Formally approve the Board's policy direction from its April 7 Budget Work Session and codify the assumptions to be used for development of the Continuation Budget for the first Draft Budget Work Session on June 2.

FUNDING:
Not applicable.

WHAT ACTION ACCOMPLISHES:
This action formally approves the Board's policy direction from its April 7 Budget Work Session and codifies the assumptions to be used in developing the Continuation Budget for the first Draft Budget Work Session on June 2.

The policy direction is as follows:

1. Reaffirm the Continuation Budget policy, which is to cost the existing service levels, without enhancements, from this year to next year.
2. Identify a list of one-time, non-recurring expenses (typically major capital maintenance expenses or deferred equipment purchases) that could be funded with excess (above 20%) reserves. The list of projects should not have increased operational impacts.
3. Consider special funding requests and/or partnerships only after the Continuation Budget has been agreed upon.
4. Provide the Board options for beginning to close an infrastructure funding gap, primarily for roads.
5. Provide the Board funding options for concurrent design and construction of the Bonita Springs and North Fort Myers community libraries.
6. Develop an internal loan policy for short-term funding needs.
7. Schedule a work session on the distribution of the tourist tax within the statutory spending categories.

MANAGEMENT RECOMMENDATION:
Approve.

Requirement/Purpose: (specify)	Request Initiated
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Required Review:					
Roger Desjarlais	Anne Henkel	Richard Wm. Wesch	Peter Winton	Roger Desjarlais	
COUNTY MANAGER	Budget Analyst	County Attorney	Budget Services	County Manager	

- Statute
- Ordinance
- Admin Code
- Other

Commissioner:
Department: COUNTY MANAGER
Division:
By: Roger Desjarlais

Background:

Blue Sheet No. 20150168	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 14
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TITLE:
Approve Supplemental Task Authorization No.2,CN140236, for Pine Island Commercial Marina Bid Process and Construction Services.

ACTION REQUESTED:
Approve STA No. 1 under CN140236 Miscellaneous Professional Services, Coastal Engineering Consultants, Inc., (a local vendor) contract 6881 in the amount of \$ 74,320.00 for Pine Island Commercial Marina Bid Process and Construction Services Project.

FUNDING:
\$74,320; West Coast Inland Navigation District (WCIND); Included in FY 14/15 budget

Total estimated cost is \$1,069,831, this includes \$89,831 from prior years and \$980,000 budgeted in the current year.

General Fund; Major Maintenance Project, 40213900100

WHAT ACTION ACCOMPLISHES:
This item is for the approval of an STA in the amount of \$ 74,320.00 for professional services work by Coastal Engineering Consultants, Inc., (a local vendor) for Pine Island Commercial Marina Bid Process and Construction Services. The added dollars of \$74,320.00, brings the overall total of Coastal Engineering Consultants, Inc. contract No. 6181 to \$123,366.00. The engineering services to be performed by Coastal is to provide engineering design to replace the west L shape dock, repair the boat ramp, dredge the area around the marina and obtain all required permits. The estimated cost for all of the improvements is \$1,069,831 which is made up of the current budget of \$980,000 (\$200,000 from the Boating Improvement Fund and \$780,000 from the General Fund to be reimbursed by WCIND) and previous costs of \$89,831 from the General Fund.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-4 <input type="checkbox"/> Other	Commissioner: Department: FACILITIES CONSTRUCTION AND MANAGEMENT Division: No Divisions By: Damon Grant

Background:

The County purchased Pine Island Commercial Marina (formerly known as Fisherman's Co-op) for \$16

Required Review:					
Damon Grant	Robert Franceschini	Lori Borman	Peter Winton	Corris L. McIntosh Jr.	Doug Meurer
FACILITIES CONSTRUCTION AND MANAGEMENT	Purchasing	Budget Analyst	Budget Services	County Attorney	Public Works Director

million in 2006. This 15 acre site was purchased to in 2006 for the following reasons; 1) Outer Islands Transfer Site for people, goods, services and garbage going to and from the islands. 2) Recreational Boating Access to provide an additional boat ramp with direct access to Pine Island Sound; 3) Solid Waste Operations to transfer solid waste from the islands to the County's Waste-to Energy Facility. and 4) Marina Operations to manage the boat slips, fish processing plant and parking for vendors who serve the islands.

A rough estimated cost to improvement the site and boat ramp at the time of the acquisition was determined to be between \$2.5 - \$3.0 million. These improvements included upgrades to the site which primarily included parking, the boat ramp, barge landing area and dredging. This contract with Coastal Engineering Consultants, Inc is for them to conduct engineering services to upgrade Pine Island Commercial Marina.

On August 19, 2013, the Board approved the selection of 33 consultants under CN14023 Miscellaneous Professional Services and authorized negotiations with firms for a period of two years, including Coastal Engineering Consultants, Inc.

Supplemental Task Authorization No. 1 was administratively approved on 1/12/15 for the Alva Boat Ramp Renovation in the amount of \$49,046.00.

It is recommended that Supplemental Task Authorization No. 2 to Contract No. 6181 be approved in the amount of \$74,320.00 to allow the consultant to perform the duties associated with the bid process and construction services related to the Pine Island Commercial Marina project.

- 1) Executed Agreement with Coastal Engineering Consultants Inc.
- 2) Executed Supplemental Task Authorization No. 1
- 3) Supplemental Task Authorization No. 2 for Approval



LEE COUNTY
SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS

John E. Manning
District One

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

(239) 533-5450

September 17, 2014

Mr. Michael T. Poff
Coastal Engineering Consultants Inc
3106 S Horseshoe Drive
Naples, FL 34104

SUBJECT: CN140236 COUNTY-WIDE MISCELLANEOUS PROFESSIONAL SERVICES

ENCLOSURE (1): Executed Copy of Professional Services Agreement
ENCLOSURE (2): Professional Services Invoice Statement

Dear Mr. Poff:

Enclosed is your executed copy of the Professional Services Agreement for the project known as "County-Wide Miscellaneous Professional Services".

The Contract No. is **6881** and must be on all invoices.

If you should have any questions, please contact our office at the above number.

Sincerely,
PROCUREMENT MANAGEMENT

Diana Khan

Diana Khan
Procurement Manager

C: Financeonbase@leeclerk.org
Project File

C-6881

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this 19th day of August, 2014, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and Coastal Engineering Consultants, Inc., hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the professional services of said CONSULTANT to provide and perform professional services as further described hereinafter concerning the Project to be referred to and identified as: **CN140236 Miscellaneous Professional Services**; and

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

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

WHEREAS, the selection and engagement of the CONSULTANT has been made by the COUNTY in accordance with the provisions of the Consultants' Competitive Negotiation Act, Chapter 287.055, Florida Statutes, and in accordance with applicable Lee County Administrative Codes.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

CONSULTANT hereby agrees to provide and perform the professional services required and necessary to complete the services and work as set forth in attached EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES".

ARTICLE 2.00 - DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 COUNTY

The term COUNTY refers to the Board of County Commissioners of Lee County, a charter County and political subdivision of the State of Florida, and any official or employee duly authorized to act on the COUNTY'S behalf relative to this Agreement.

2.02 CONSULTANT

The term CONSULTANT refers to the individual or firm offering professional services that, by execution of this Agreement, is legally obligated, responsible, and liable for providing and performing any

Date: 10/25/13

and all of the services, work and materials, including services and/or work of sub-consultants and subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.03 PROFESSIONAL SERVICES

The term PROFESSIONAL SERVICES refers to all of the services, work, materials and related professional, technical and administrative activities to be provided and performed by the CONSULTANT and its employees, including all sub-consultants and subcontractors engaged by the CONSULTANT, to complete the services required pursuant to the covenants, terms and provisions of this Agreement.

2.04 SUB-CONSULTANT

The term SUB-CONSULTANT refers to any individual or firm offering professional services that is engaged by the CONSULTANT to assist in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide and perform under this Agreement. The COUNTY may not be deemed a party to, responsible or liable for, or assume any obligation whatsoever with respect to any Agreement between the CONSULTANT and any SUB-CONSULTANT.

2.05 SUBCONTRACTOR

The term SUBCONTRACTOR refers to any individual, company or firm providing services other than professional services that is engaged by the CONSULTANT to assist in providing and performing services, work and materials for which the CONSULTANT is contractually obligated, responsible, and liable to provide and perform under this Agreement. The COUNTY may not be deemed a party to, responsible or liable for, or assume any obligation whatsoever for any Agreement between the CONSULTANT and any SUBCONTRACTOR.

2.06 PROJECT

The term PROJECT refers to such facility, system, program or item as described in the summary statement set forth in the Preamble on Page One of this Agreement.

2.07 BASIC SERVICES

The term BASIC SERVICES refers to the professional services set forth and required pursuant to this Agreement as described in further detail in the attached EXHIBIT "A".

2.08 ADDITIONAL SERVICES

The term ADDITIONAL SERVICES refers to such professional services the COUNTY may request and authorize, in writing, for the CONSULTANT to provide and perform relative to this Agreement that are not included in the BASIC SERVICES. Additional services must be authorized by both parties through execution of a Change Order to this Agreement.

2.09 CHANGE ORDER

The term CHANGE ORDER refers to a written document, CHANGE ORDER AGREEMENT, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon Scope of Professional Services and Tasks, Compensation and Method of Payment, Time and Schedule of Performance, or Project Guidelines and Criteria as such were set forth and agreed to in the initial AGREEMENT, SUPPLEMENTAL TASK AUTHORIZATIONS, or previous CHANGE ORDERS issued thereto. The CHANGE ORDER document, which must be executed on a Lee County standard form, will set forth the authorized changes to the: scope of professional services, tasks, work or materials to be performed
Date: 10/25/13

or provided by the CONSULTANT; the compensation and method of payment; the schedule or time period for performance and completion; and the guidelines, criteria and requirements pertaining thereto.

CHANGE ORDERS will be identified as follows: (1) Owner changes: These will be additional services. (2) Changes due to design errors or omissions: Design services for these will be at no cost to the County. Change orders resulting from gross negligence on the part of the CONSULTANT team may be required to be paid for by CONSULTANT in full, including equipment. (3) Changes due to differing site conditions: These will be additional services. The CONSULTANT will review all contract requests for change orders and make recommendations to the County. The CONSULTANT will periodically meet to review Change Orders to determine the nature of the change orders and the proper disposition thereof. The CONSULTANT will not be held liable for costs of that portion of any CHANGE ORDER that the County would have borne in the absence of any error or omission or otherwise results in the "betterment" of the project.

The amount of the change in contract compensation and time set forth in any and all Change Orders executed and issued under this Agreement shall be understood and agreed by both Parties to this Agreement to be fair, equitable, adequate and complete. The changed compensation shall be understood and agreed to be the total of all costs associated with or impacted by the Change Order including, but not limited to any and all direct costs, indirect costs and associated costs that may result from or be caused by the Change Order, and shall be understood and agreed to include a fair, equitable and adequate adjustment to cover the CONSULTANT'S general administrative and overhead costs and profit.

In the event the County decides to delete all, or portions, of the Scope of Services, Tasks, or Requirements set forth in the initial Agreement, Supplemental Task Authorization or previously authorized Change Order, the COUNTY may do so by the unilateral issuance of a written Change Order to the CONSULTANT. Such a unilaterally issued Change Order shall set forth, if appropriate: (1) an agreement by both the COUNTY and the CONSULTANT establishing changes in the amount of compensation to be paid the CONSULTANT as a result of the deletion or decrease in services required; or, (2) in the absence of such an agreement concerning compensation, the unilaterally issued Change Order shall set forth the basis to be used in subsequently considering, and reaching agreement on change(s) in the compensation to be paid the CONSULTANT. The failure on the part of the CONSULTANT to execute a Change Order issued unilaterally by the COUNTY to effect a deletion or decrease in the services required shall have no effect on or otherwise prevent the COUNTY from exercising its rights to direct the stated deletion or decrease in the services to be provided or performed by the CONSULTANT.

Should errors, omissions or conflicts in the drawings, specification or other Contract Documents prepared by or through the CONSULTANT be discovered, the CONSULTANT will prepare and submit to the County, within five working days unless otherwise authorized by the County, such amendments or supplementary documents to address the errors, omissions or conflicts, and provide consultation as may be required, for which the CONSULTANT will make no additional charges to the County.

2.10 SUPPLEMENTAL TASK AUTHORIZATION

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

2.11 DEPARTMENT DIRECTOR

The term DEPARTMENT DIRECTOR refers to the Director of the Department requesting the service, employed by the Lee County Board of County Commissioners to serve and act on the COUNTY'S
Date: 10/25/13

behalf, as it relates to this Project. The Chairman of the Board of County Commissioners, or designated representative, shall act on behalf of the COUNTY to execute any and all CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS approved by the COUNTY and issued to the CONSULTANT pursuant to this Agreement. The DEPARTMENT DIRECTOR, within the authority conferred by the Board of County Commissioners, acting as the COUNTY'S designated representative, shall issue written notification to the CONSULTANT of any and all changes approved by the COUNTY in the CONSULTANT'S: (1) compensation; (2) time and/or schedule of service delivery; (3) scope of services; or, (4) other changes relative to BASIC SERVICES and ADDITIONAL SERVICES pursuant to this Agreement, including CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS pertaining thereto. The DEPARTMENT DIRECTOR is responsible for acting on the COUNTY'S behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement, including approved CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS.

2.12 PROJECT MANAGER

The term PROJECT MANAGER refers to the person employed or retained by the COUNTY and designated, in writing, to serve and act on the COUNTY'S behalf to provide direct contact and communication between the COUNTY and CONSULTANT with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the CONSULTANT pursuant to this Agreement and duly approved SUPPLEMENTAL TASK AUTHORIZATIONS and CHANGE ORDERS. The PROJECT MANAGER is not authorized to and may not issue any verbal, or written, request or instruction to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatsoever the: (1) Scope of Services to be provided and performed by the CONSULTANT; (2) The time the CONSULTANT is obligated to commence and complete all such services; or, (3) The amount of compensation the COUNTY is obligated or committed to pay the CONSULTANT. The PROJECT MANAGER will review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed, and reimbursable costs and expenses, as provided for in this Agreement, CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS.

2.13 LUMP SUM FEES

Lump Sum Fees, hereinafter identified as L.S., are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultants and/or subcontractors, out-of-pocket expenses and costs, professional service fees and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant as may be required and/or necessary to complete each and every task set forth in the Scope of Professional Services, Exhibit "A", or as may be set in subsequent Supplemental Task Authorizations, and/or Change Orders agreed to in writing by both parties to this Agreement.

2.14 NOT-TO-EXCEED FEES

When all, or any portion, of the CONSULTANT'S compensation to provide and perform the services and work necessary and required pursuant to the Tasks set forth in Agreement Exhibit "A", and any Change Orders, Supplemental Task Authorizations, and Work Orders authorized thereto, is established to be made on a NOT-TO-EXCEED (N.T.E.) amount basis, it is mutually understood and agreed that such compensation for each completed Task will be made on the following basis:

For the actual hours necessary, required and expended by the CONSULTANT'S professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Attachment No. 1 to Exhibit "B", as attached, and any approved Change Orders or

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Supplemental Task Authorizations; and

For the actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to Exhibit "B", as attached, and any approved Change Orders or Supplemental Task Authorizations; and

For the actual, necessary and required hours, and non-personnel expenses and costs, expended by Sub-Consultants and SubContractors engaged by the CONSULTANT, multiplied by such hourly rates and unit costs as are agreed to by the COUNTY and the CONSULTANT and as are set forth as a part of this Agreement and any approved Change Orders or Supplemental Task Authorizations; and

With the understanding and agreement that the COUNTY will pay the CONSULTANT for all such costs and expenses within the established Not-to-Exceed amount for each Task or Sub-Task subject to the CONSULTANT presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the COUNTY covering all such costs and expenses; and

With the understanding and agreement that the CONSULTANT'S invoices and all payments to be made for all Not-to-Exceed amounts will be subject to the review, acceptance and approval of the COUNTY; and with the understanding and agreement that when the CONSULTANT'S compensation is established on a Not-to-Exceed basis for a specific Task or Sub-Task the total amount of compensation to be paid the CONSULTANT to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub-Consultant and SubContractor costs for any such specific Tasks or Sub-Tasks shall not exceed the amount of the total Not-to-Exceed compensation established and agreed to for each specific Task or Sub-Task. In the event the amount of compensation for any Task or Sub-Task to which the CONSULTANT is entitled on the Not-to-Exceed basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the Not-to-Exceed amount established for the specific Task or Sub-Task, it is understood and agreed that any unexpended amount under a specific Task or Sub-Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task or Sub-Task.

ARTICLE 3.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the CONSULTANT with respect to all the BASIC SERVICES and ADDITIONAL SERVICES authorized pursuant to this Agreement include, but are not limited to, the following:

3.01 LICENSES

The CONSULTANT agrees to obtain and maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to this Agreement.

3.02 PERSONNEL

(1) QUALIFIED PERSONNEL

The CONSULTANT agrees when the services to be provided and performed relate to a professional service that, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all BASIC SERVICES and ADDITIONAL SERVICES to be provided pursuant to this Agreement.

(2) CONSULTANT'S PROJECT DIRECTOR

The CONSULTANT agrees to employ and designate, in writing, a qualified and, if required by law, a licensed professional to serve as the CONSULTANT'S Project Director. The CONSULTANT'S Project Director shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement thereto. The CONSULTANT'S Project Director shall have full authority to bind and obligate the CONSULTANT on any matter arising under this Agreement unless substitute arrangements have been furnished to the COUNTY in writing. The CONSULTANT agrees that the Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the CONSULTANT throughout the entire period this Agreement is in effect. The person selected by the CONSULTANT to serve as the CONSULTANT'S Project Director shall be subject to the prior approval and acceptance of the COUNTY.

(3) REMOVAL OF PERSONNEL

The CONSULTANT agrees, within thirty (30) calendar days of receipt of a written request from the COUNTY, to promptly remove and replace the CONSULTANT'S Project Director, or any other personnel employed or retained by the CONSULTANT, or personnel of the sub-consultants or subcontractors engaged by the CONSULTANT to provide and/or perform services and/or work pursuant to the requirements of this Agreement, who the COUNTY shall request, in writing, be removed, which request may be made by the COUNTY with or without cause.

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the COUNTY. Time is of the essence for all of the duties and obligations contained in this Agreement thereto. The COUNTY may suffer damages in the event that the CONSULTANT does not accomplish and complete the required services in a timely manner. The CONSULTANT agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all BASIC SERVICES and ADDITIONAL SERVICES will be provided, performed and completed in a timely and diligent manner throughout.

3.04 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the CONSULTANT and by any Sub-Consultants and/or SubContractors engaged by the CONSULTANT as set forth in the Scope of

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Professional Services, Exhibit "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the COUNTY approves this Agreement, or which may subsequently be changed or revised. Any subsequent change or revision to such laws, rules, regulations, ordinances, codes, policies, standards or other guidelines which requires the CONSULTANT to provide and/or perform work and/or services which are significantly different from that set forth in the Scope of Professional Services, Exhibit "A", shall serve as a basis for the COUNTY to consider the development and issuance of a Change Order to provide for a change to, or Additional Services to the services set forth in the Agreement.

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) RESPONSIBILITY TO CORRECT

The CONSULTANT agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by CONSULTANT or by any sub-consultants and/or subcontractors retained or engaged by the CONSULTANT pursuant to this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of CONSULTANT or any sub-consultants or subcontractors engaged by the CONSULTANT.

(2) COUNTY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

Neither review, approval, or acceptance by the COUNTY of data; studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and incidental professional services, work and materials furnished hereunder by the CONSULTANT, or any sub-consultants or subcontractors engaged by the CONSULTANT, shall in any way relieve CONSULTANT of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all sub-consultants and/or subcontractors engaged by the CONSULTANT to provide and perform services in connection with this Agreement. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the CONSULTANT'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.06 LIABILITY

(1) CONSULTANT TO HOLD COUNTY HARMLESS

Consistent with the provisions of FS s. 725.08, CONSULTANT agrees to indemnify and hold harmless the COUNTY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence,

Date: 10/25/13

recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT, including, but not limited to sub-consultants, sub-contractors and materialmen, in the performance of this contract, including any Change Orders or Supplemental Task Authorizations. CONSULTANT and COUNTY agree that the monetary limitation on the indemnification provided under this contract is limited to the full amount of the contract award (i.e. Compensation to be paid Consultant as set forth in the attached Exhibit B), including any sums added or subtracted from the contract award through Change Orders or Supplemental Task Authorizations. Consistent with FS s. 768.28, COUNTY agrees that CONSULTANT will not be liable for damages arising out of the negligence of the COUNTY, its officers or employees.

3.07 NOT TO DIVULGE CERTAIN INFORMATION

CONSULTANT agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without COUNTY'S prior written consent, or unless incident to the proper performance of CONSULTANT'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT or any sub-consultants or subcontractors pursuant to this Agreement. CONSULTANT shall require all of its employees, sub-consultants and subcontractors to comply with the provisions of this paragraph.

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

CONSULTANT agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the COUNTY, any property damage arising out of, or caused by, the willful or negligent acts of the CONSULTANT, or of its sub-consultants and/or subcontractors. This CONSULTANT'S obligation under this sub-article does not apply to property damage caused by any other Consultant or Contractor engaged directly by the COUNTY.

The COUNTY reserves the right, should the CONSULTANT fail to make such repairs and/or replacement within a reasonable period of time, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the CONSULTANT, or by the CONSULTANT reimbursing the COUNTY for all such costs and expenses.

3.09 RESPONSIBILITY FOR ESTIMATES

(1) In the event the services required pursuant to this Agreement include the CONSULTANT preparing and submitting to the COUNTY, cost estimates, the CONSULTANT, by exercise of his experience, effort, knowledge and judgment, shall develop such cost estimates as are set forth in, or as may be required under the Agreement and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates. For purposes of the Liability Provisions of this Article only, the CONSULTANT'S estimates shall be considered valid and effective for a period of six (6) months from the date of the COUNTY'S acceptance of the estimates.

(2) The cost estimates of CONSULTANTS or SUB-CONSULTANTS engaged by CONSULTANTS, for the appraisal or valuation of property or easements, or the estimate of damages or costs associated with the acquisition of property or easements are exempted from the provisions of Article 3.09.

(3) Cost Estimates

(A) ORDER OF MAGNITUDE ESTIMATE

This is an approximate estimate made without detailed architect/engineering data. Examples include, but are not limited to, an estimate from cost-capacity curves, an estimate using scale-up or scale-down factors, and an approximate ratio estimate. This type of estimate shall be accurate within plus fifty percent (50.0%). If the bids, as described above, fail to meet this prescribed accuracy, the cost associated with the preparation and development of the ORDER OF MAGNITUDE ESTIMATE shall be recoverable by the COUNTY.

(B) BUDGET ESTIMATE

Budget in this case applies to the COUNTY'S budget and not to the budget as a project controlled document. A budget is prepared with the use of flowsheets, layouts, and equipment details. This type of estimate shall be accurate within plus twenty-five percent (25.0%). If the bids, as described above, fail to meet this prescribed accuracy, the cost associated with the preparation and development of the BUDGET ESTIMATE shall be recoverable by the COUNTY.

(C) CONSTRUCTION COST ESTIMATE.

A construction cost estimate for purposes of this Agreement is an estimate prepared on the basis of well defined engineering/architectural data and on detailed information set forth in specifications, designs or drawings which are to be used as a basis for obtaining bids or price proposals for constructing the project. This type of estimate shall be accurate within plus or minus ten percent (10%) of the cost of the construction of the project. The accuracy and reliability of a CONSTRUCTION COST ESTIMATE is vital to the COUNTY'S interests because it may be used for such purposes as, but not limited to the following; budgeting, obtaining, allocating or obligating funds for the project; evaluating and determining the reasonableness and acceptableness of bids or price proposals for construction projects; or establishing the assessment amounts for Municipal Service Benefit Units (M.S.B.U.).

In the event the COUNTY solicits and receives bids or price proposals from contractors on a construction project based on specifications, design, drawings and a CONSTRUCTION COST ESTIMATE prepared by the CONSULTANT, and the lowest bid or price proposal, submitted by a responsive and responsible bidder or proposer, which bid or price proposal exceeds the amount of the CONSULTANT'S CONSTRUCTION COST ESTIMATE by more than the percent accuracy set forth hereinabove, the CONSULTANT shall, upon notification by the COUNTY, assume responsibility for and proceed to provide and perform the following service without additional compensation:

The CONSULTANT will, subject to the review and approval of the COUNTY, modify at its expense the specifications, design, drawings and related bidding and contract documents to the extent necessary to reduce the anticipated construction costs so that the re-solicitation of bids or price proposals will realize bids or price proposals being received that are within the range of accuracy established for the CONSTRUCTION COST ESTIMATE prepared by the

CONSULTANT. Any such modifications made by the CONSULTANT shall not conflict with the functional or operational requirements established by the COUNTY for the project and set forth in the Agreement or Change Order(s) or Supplemental Task Authorization(s) issued thereto, nor shall any such modifications conflict with established rules, regulations, requirements or professional standards pertaining to the design, specifications or drawings prepared by the CONSULTANT, nor shall such modifications adversely affect the safe use or operation of the constructed project.

In the event (1) the CONSULTANT'S modification of the design, specifications, drawings and related bidding and contract documents; and, (2) the re-solicitation of bids or price proposals do not result in bids or price proposals being received from a responsive and responsible bidder or proposer that are within the established percent accuracy of the CONSULTANT'S CONSTRUCTION COST ESTIMATE, the costs associated with the CONSULTANT'S preparation and development of the CONSTRUCTION COST ESTIMATE shall be recoverable by the COUNTY by an appropriate reduction in the CONSULTANT'S invoice requesting payment for services rendered.

For determination of compliance with the accuracy requirement established for the CONSTRUCTION COST ESTIMATE prepared by the CONSULTANT, the amount of the CONSTRUCTION COST ESTIMATE submitted by the CONSULTANT shall be adjusted from the date the CONSTRUCTION COST ESTIMATE was received by the COUNTY until the date bids or price proposals are received by the COUNTY, by applying the percent change in the "20 Cities Cost Index" as published in the ENR (formerly ENGINEERING NEWS-RECORD) a McGraw-Hill, Inc. publication.

If, in response to its solicitation, the COUNTY receives less than three bids or priced proposals for a project, there is the potential that such bids or priced proposals may not be a realistic representation of the costs expected to be associated with the project. If under such circumstances, and if in the professional judgment of the CONSULTANT, the low bid or the low priced proposal received from a responsive bidder or proposer does not realistically represent the costs associated with the project, the CONSULTANT may deem it appropriate to recommend the COUNTY reject any such bids or priced proposals. If under such circumstances the COUNTY concurs with the CONSULTANT'S recommendation and rejects the bids or priced proposals, the COUNTY will not hold the CONSULTANT responsible to, nor will the COUNTY require the CONSULTANT to, modify the specifications, design, drawings and related bidding and contract documents as set forth hereinbefore.

3.10 PERMITS

The CONSULTANT will be responsible for preparing and submitting all required applications and other supportive information necessary to assist the COUNTY in obtaining all reviews, approvals and permits, with respect to the CONSULTANT'S design, drawings and specifications required by any governmental body having authority over the project. Any fees required for such reviews, approvals or permits will be covered by a check issued by the COUNTY and made payable to the respective governmental body upon the CONSULTANT furnishing the COUNTY satisfactory documentation of such fees. The CONSULTANT will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the COUNTY in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The COUNTY shall, at the CONSULTANT'S request, assist in obtaining required signatures and provide the

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CONSULTANT with all information known to be available to the COUNTY so as to assist the CONSULTANT in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

3.11 ADDITIONAL SERVICES

Should the COUNTY request the CONSULTANT to provide and perform professional services for this project which are not set forth in EXHIBIT "A", the CONSULTANT agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement. Such ADDITIONAL SERVICES shall constitute a continuation of the professional services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement thereto.

ADDITIONAL SERVICES shall be administered and authorized as "SUPPLEMENTAL TASK AUTHORIZATIONS" or "CHANGE ORDERS" under the Agreement. The CONSULTANT shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the CONSULTANT for any ADDITIONAL SERVICES unless and until a written "SUPPLEMENTAL TASK AUTHORIZATIONS" or "CHANGE ORDER" shall have been agreed to and executed by both parties.

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

3.12 TRUTH-IN-NEGOTIATIONS CERTIFICATE

The COUNTY may request the CONSULTANT to execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F". The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.

3.13 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement the CONSULTANT shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in Agreement Exhibit "A" entitled "Scope of Professional Services" and Change Orders, and Supplemental Task Authorizations authorized. The compensation to be paid the CONSULTANT as set forth in Agreement Exhibit "B" entitled "Compensation and Method of Payment" and Change Orders, and Supplemental Task Authorizations authorized thereto shall be understood and agreed to adequately and completely compensate the CONSULTANT for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in Agreement Exhibit "A" and Change Orders, Supplemental Task Authorizations, and Work Orders authorized thereto as stated above."

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3.14 AFFIRMATIVE ACTION BY CONSULTANT WHEN ENGAGING SUB-CONSULTANTS

The Florida Legislature advocates expenditures with minority business enterprises and encourages agencies to establish procedures and opportunity for 25% of the annual fiscal funds spent for professional services to be used for contracts with certified Minority Business Enterprises. Accordingly, the CONSULTANT is encouraged, when selecting or engaging the services of sub-consultants or subcontractors pursuant to this Agreement, to spend 25% of the amount of awarded compensation established in this Agreement, and in subsequent CHANGE ORDERS and SUPPLEMENTAL TASK AUTHORIZATIONS authorized thereto, for the engagement of the services of certified Minority Business Enterprise sub-consultants or subcontractors.

In furtherance of this statutory goal the COUNTY expects the CONSULTANT, when the services of sub-consultants and subcontractors are necessary, to identify those services that may be provided by a certified Minority Business entity and take affirmative action to obtain their services. For purposes of this Agreement, "affirmative action" means a good faith effort by the CONSULTANT to achieve the stated goal of engaging certified Minority Business Enterprise sub-consultants or subcontractors to provide or perform services and/or work pursuant to the SCOPE OF SERVICES required under this Agreement. The CONSULTANT is required to document efforts taken to engage the services of minority business enterprises and submit this information to the County upon request. Appropriate documentation includes detailed written records regarding the services the CONSULTANT deemed appropriate for subcontract to minority business enterprises, as well as successful and unsuccessful attempts to engage a certified Minority Business Enterprise for these services.

The CONSULTANT, upon receipt of a written request by the COUNTY, shall within ten (10) calendar days thereafter submit to the COUNTY copies of records and supporting documentation to show evidence of its affirmative action efforts to achieve the above stated goal.

The CONSULTANT is encouraged to contact the Lee County Department of Equal Opportunity for information and assistance regarding the COUNTY'S Minority Business Enterprise certification program and listing of certified Minority Business Enterprises.

ARTICLE 4.00 - OBLIGATIONS OF THE COUNTY

4.01 DESIGNATION OF PROJECT MANAGER

The COUNTY agrees after the execution of this Agreement to promptly advise the CONSULTANT, in writing, of the person designated to serve and act as the COUNTY'S PROJECT MANAGER pursuant to the provisions of Article 2.13 of this Agreement. Such notification shall be provided to the CONSULTANT by the COUNTY'S DEPARTMENT DIRECTOR.

4.02 AVAILABILITY OF COUNTY INFORMATION

(1) PROJECT GUIDELINES AND CRITERIA

Guidelines to the CONSULTANT regarding requirements the COUNTY has established or suggests relative to the Project including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria are set forth in attached EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA".

(2) COUNTY TO PROVIDE PERTINENT REFERENCE MATERIAL

At the CONSULTANT'S request, the COUNTY agrees to provide to the CONSULTANT, at no cost to the CONSULTANT, all pertinent information known to be available to the COUNTY to assist the CONSULTANT in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the COUNTY such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

4.03 AVAILABILITY OF COUNTY'S DESIGNATED REPRESENTATIVES

The COUNTY agrees that the DEPARTMENT DIRECTOR and the PROJECT MANAGER shall be available within a reasonable period of time, with reasonable prior notice given by the CONSULTANT, to meet and/or consult with the CONSULTANT on matters pertaining to the services to be provided and performed by the CONSULTANT. The COUNTY further agrees to respond within a reasonable period of time to written requests submitted by the CONSULTANT.

4.04 ACCESS TO COUNTY PROPERTY

The COUNTY agrees, with reasonable prior written notice given by the CONSULTANT, to provide the CONSULTANT with access within a reasonable period of time to COUNTY property, facilities, buildings and structures to enable the CONSULTANT to provide and perform the required professional services and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with COUNTY operations, or the operations carried on by others under a lease, or other contractual arrangement with the COUNTY, or in such a manner as to adversely affect the public health and safety. Such access may, or may not be, within the CONSULTANT'S normal office and/or field work days and/or work hours.

ARTICLE 5.00 - COMPENSATION AND METHOD OF PAYMENT

5.01 BASIC SERVICES

The COUNTY will pay the CONSULTANT for all requested and authorized BASIC SERVICES rendered hereunder by the CONSULTANT and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the COUNTY in accordance with the provisions for compensation and payment of said BASIC SERVICES as set forth and prescribed in attached EXHIBIT "B", or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement and evidenced by a written and duly approved Change Order.

5.02 ADDITIONAL SERVICES

The COUNTY will pay the CONSULTANT for all ADDITIONAL SERVICES that have been requested and authorized by the COUNTY and agreed to, in writing, by both parties to this Agreement and which have been rendered as ADDITIONAL SERVICES by the CONSULTANT and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the COUNTY in accordance with the provisions for compensation and payment of said ADDITIONAL SERVICES as set forth and prescribed in attached EXHIBIT "B" or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written Change Order or Supplemental Task Authorization executed by both parties.

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5.03 METHOD OF PAYMENT

(1) MONTHLY STATEMENTS

The CONSULTANT is entitled to submit no more than one invoice statement to the COUNTY each calendar month covering services rendered during the preceding calendar month. The CONSULTANT'S invoice statements must be itemized to correspond to the basis of compensation as set forth in the Agreement, CHANGE ORDERS, or SUPPLEMENTAL TASK AUTHORIZATIONS. The CONSULTANT'S invoice statements must contain a breakdown of charges, description of services and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement, CHANGE ORDERS, and/or SUPPLEMENTAL TASK AUTHORIZATIONS.

(2) PAYMENT FOR SERVICES PERFORMED

The COUNTY shall pay the CONSULTANT for services performed using either of the following methods, or using a combination thereof:

- (A) The COUNTY shall pay the CONSULTANT on the basis of services completed for tasks set forth in Exhibits "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the CONSULTANT and accepted by the COUNTY. No payments shall be made for CONSULTANT'S Work-in-Progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the CONSULTANT and accepted by the COUNTY. Whenever an invoice statement covers services for which no work product is required to be furnished by the CONSULTANT to the COUNTY, the COUNTY reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.
- (B) The COUNTY shall pay the CONSULTANT for services performed for tasks set forth in Exhibits "A" and "B" on the basis of an invoice statement covering CONSULTANT'S Work-in-Progress expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages are subject to the review and approval of the COUNTY. The decision of the COUNTY shall be final as to the Work-in-Progress percentages paid. Payment by the COUNTY for tasks on a Work-in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the COUNTY of any such service or Work-in-Progress. The CONSULTANT shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in Exhibit "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The COUNTY reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(3) PAYMENT SCHEDULE

The COUNTY shall issue payment to the CONSULTANT within thirty (30) calendar days after receipt of an invoice statement from the CONSULTANT in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any CONSULTANT'S invoice statement, the COUNTY shall notify the CONSULTANT of such objection or exception within the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the CONSULTANT of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

5.04 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY

In the event of termination of this Agreement at the convenience of the COUNTY, not at the fault of the CONSULTANT, the COUNTY shall compensate the CONSULTANT only for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and, (3) reasonable expenses incurred by the CONSULTANT in affecting the termination of services and work, and incurred by the submittal to the COUNTY of project drawings, plans, data, and other project documents.

5.05 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the COUNTY suspends the CONSULTANT'S services and work on all or part of the services required to be provided and performed by the CONSULTANT pursuant to this Agreement, the COUNTY shall compensate the CONSULTANT only for the services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

5.06 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and, (3) and/or are modified by the subsequent issuance of SUPPLEMENTAL TASK AUTHORIZATIONS and/or CHANGE ORDERS, other than receiving the compensation set forth in Sub-Articles 5.04 and 5.05, the CONSULTANT shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 6.00 - TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

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

6.02 TIME OF PERFORMANCE

The CONSULTANT agrees to complete the services required pursuant to this Agreement within the time periods for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in attached EXHIBIT "C", entitled "SCHEDULE OF PERFORMANCE.

Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the CONSULTANT, or its sub-consultants and/or subcontractors, and not due to their fault or neglect, the CONSULTANT shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause thereof and requesting an extension of the CONSULTANT'S time of performance. Upon receipt of the CONSULTANT'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay encountered by the CONSULTANT, or its sub-consultants and/or subcontractors, is due to unforeseen causes and not attributable to their fault or neglect.

6.03 CONSULTANT WORK SCHEDULE

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

6.04 FAILURE TO PERFORM IN A TIMELY MANNER

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

ARTICLE 7.00 - SECURING AGREEMENT

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

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ARTICLE 8.00 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further agrees that no person having any such interest shall be employed or engaged by the CONSULTANT for said performance.

If CONSULTANT, for itself and on behalf of its subconsultants, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by CONSULTANT or such sub-consultant under this Agreement, then it will promptly bring such potential conflict of interest to the COUNTY'S attention, in writing. The COUNTY will advise the CONSULTANT, in writing, within ten (10) calendar days as to the period of time required by the COUNTY to determine if such a conflict of interest exists. If the COUNTY determines that there is a conflict of interest, CONSULTANT or such sub-consultant shall decline the representation upon written notice by the COUNTY.

If the COUNTY determines that there is not such conflict of interest, then the COUNTY shall give its written consent to such representation. If CONSULTANT or sub-consultant accepts such a representation without obtaining the COUNTY'S prior written consent, and if the COUNTY subsequently determines that there is a conflict of interest between such representation and the work being performed by CONSULTANT or such sub-consultant under this Agreement, then the CONSULTANT or such sub-consultant agrees to promptly terminate such representation. CONSULTANT shall require each of such sub-consultants to comply with the provisions of this Section.

Should the CONSULTANT fail to advise or notify the COUNTY as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the CONSULTANT fail to discontinue such representation, the COUNTY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The CONSULTANT shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of CONSULTANT with a third party; or (2) the disestablishment of the CONSULTANT'S professional practice and the establishment of a successor consultant, or consulting organization. Nor shall the CONSULTANT subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the COUNTY. The CONSULTANT shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to CONSULTANT in connection with CONSULTANT providing and performing services and work pursuant to the requirements of this Agreement. The COUNTY shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

In providing and performing the services and work required pursuant to this Agreement, CONSULTANT intends to engage the assistance of the sub-consultants and/or subcontractors set forth in attached EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS".

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ARTICLE 10.00 - APPLICABLE LAW

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

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

11.01 FOR PROJECTS WITH FUNDS APPROPRIATED FROM GENERAL LEE COUNTY REVENUES

The CONSULTANT for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The CONSULTANT shall comply with Lee County's Affirmative Action Plan or state laws in the hiring of sub-consultants. CONSULTANTS who are uncertain of their obligation must obtain a copy of all relevant guidelines concerning Lee County's Affirmative Action Plan from the Lee County Department of Equal Opportunity.

11.02 FOR PROJECTS WITH FUNDS APPROPRIATED EITHER IN PART OR WHOLLY FROM FEDERAL OR STATE SOURCES

The CONSULTANT for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The CONSULTANT shall make every effort to comply with any Disadvantaged Business Enterprise goals which have been established for this project. CONSULTANTS who are uncertain of their obligations regarding Disadvantaged Business Enterprises for this project must obtain a copy of all relevant federal or state guidelines from the Lee County Department of Equal Opportunity. The failure of the CONSULTANT to adhere to relevant guidelines shall subject the CONSULTANT to any sanctions which may be imposed upon the COUNTY.

ARTICLE 12.00 - WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - INSURANCE

13.01 INSURANCE COVERAGE TO BE OBTAINED

- (1) The CONSULTANT shall obtain and maintain such insurance as will protect him from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and, (4) from claims

for injury to or destruction of tangible property including loss or use resulting therefrom; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the CONSULTANT, its employees, or by any sub-consultants, subcontractors, or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

- (2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
- (3) The CONSULTANT, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-Consultants and/or SubContractors obtain, have, and maintain the insurance coverage's required by law to be provided.
- (4) The CONSULTANT shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.
- (5) In the event that the CONSULTANT engages Sub-Consultants or Sub-Contractors to assist the CONSULTANT in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverage's required under Article 13.03 to be provided by the CONSULTANT shall cover all of the services or work to be provided or performed by all of the Sub-Consultants or SubContractors engaged by the CONSULTANT. However, in the event the services or work of Sub-Consultants or Sub-Contractors engaged by the CONSULTANT is not covered by the CONSULTANT'S INSURANCE POLICY(s), it shall be the responsibility of the CONSULTANT to ensure that all Sub-Consultants or Sub-Contractors have fully complied with the COUNTY insurance requirements for: (1) Worker's Compensation; (2) Commercial General Liability; (3) Commercial Automobile Liability; or, (4) Professional Liability as required and set forth in Agreement Article 13.00.

The services or work to be provided or performed by the following Sub-Consultants or Sub-Contractors identified in Agreement Exhibit "D" are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

<u>Service and/or work to be Provided and/or Performed</u>	<u>Indicate Name of Individual or Firm</u>
--	--

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

"none"

- (6) The insurance coverage to be obtained by the CONSULTANT or by Sub-Consultants or Sub-Contractors engaged by the CONSULTANT, as set forth in Agreement Article 13.03 for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; or (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in Agreement Exhibit "A" and all subsequent Change Orders or Supplemental Task Authorizations. In the event the COUNTY shall execute and issue a written Change Order or Supplemental Task Authorization authorizing the CONSULTANT to provide or perform services or work in addition to those set forth in Agreement Exhibit "A", it is agreed that the COUNTY has the right to change the amount of insurance coverage's required to cover the additional services or work. If the additional insurance coverage's established exceeds the amount of insurance coverage carried by the CONSULTANT, the compensation established for the Change Order or Supplemental Task Authorization shall include consideration of any increased premium cost incurred by the CONSULTANT to obtain same.

13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

- (1) The CONSULTANT shall submit to the COUNTY'S RISK MANAGEMENT DIVISION all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by the RISK MANAGEMENT DIVISION, the COUNTY will execute this Agreement and issue a written Notice to Proceed. The CONSULTANT may then commence with any service or work pursuant to the requirements of this Agreement.
- (2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.
- (3) Each Certificate of Insurance submitted to the COUNTY shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.
- (4) Each Certificate of Insurance shall be addressed to the Lee County Board of County Commissioners, Attention: Lee County Procurement Management, P O Box 398, Fort Myers, Florida 33902-0398.
- (5) Each Certificate of Insurance shall specifically include all of the following:
 - (A) The name and type of policy and coverage's provided; and
 - (B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and
 - (C) The date of expiration of coverage; and
 - (D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and
 - (E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for Professional Liability Insurance); or

In the event the CONSULTANT has, or expects to enter into an agreement for professional services other than those provided for in this Agreement, the CONSULTANT may elect to submit a certificate of insurance containing the following statement:

"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for Lee County pursuant to one or more written Professional Services Agreements, or written Supplemental Task Authorizations, or Change Orders thereto, and the limits of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a certificate of insurance the COUNTY will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

- (F) A statement indicating any services or work included in or required under Agreement Exhibit "A" Scope of Professional Services that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the CONSULTANT'S insurance policy. A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the COUNTY will proceed with the understanding, stipulation and condition that there are no deductible amounts, or exclusions or exemptions to the insurance coverage provided.
- (6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage indicated on each Certificate of Insurance.
- (7) If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the CONSULTANT shall furnish to the COUNTY renewal or replacement Certificate of Insurance, or Certified Binder, not later than fifteen (15) calendar days after the date of their expiration. Failure of the CONSULTANT to provide the COUNTY with such renewal certificates shall be considered justification for the COUNTY to terminate this Agreement.
- (8) If any of the insurance coverages required by this Agreement shall reach the date of expiration indicated on the approved Certificates of Insurance without the COUNTY having received satisfactory evidence of renewal or replacement, the CONSULTANT shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the CONSULTANT'S services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the CONSULTANT shall not be entitled to any additional compensation or time to provide and perform the required services or work and the COUNTY shall not be required to make payment on any invoices submitted by the CONSULTANT. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the COUNTY.

13.03 - INSURANCE COVERAGES REQUIRED

The CONSULTANT shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

Date: 10/25/13

(1) WORKERS' COMPENSATION

Statutory benefits as defined by FS 440 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:

- \$ 100,000 per accident
- \$ 100,000 disease limit
- \$500,000 disease – policy limit

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$ 500,000 per occurrence
- \$ 1,000,000 general aggregate
- \$ 500,000 products and completed operations
- \$ 500,000 personal and advertising injury

Coverage must include the following:

- (A) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.
- (B) Such additional requirements as are set forth in Article 13.01 and 13.02 hereinabove.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$ 500,000.00 combined single limit (CSL).
- (B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.
- (C) Such additional requirements as are set forth in Articles 13.01

(4) ERRORS AND OMISSIONS

Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

Coverage must include the following:

- (A) \$1,000,000 combined single limit (CSL) of BI and PD
- (B) Such additional requirements as are set forth in Articles 13.01 and 13.02 hereinabove.
- (C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the CONSULTANT responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the CONSULTANT shall be required to provide written documentation that is acceptable to the COUNTY establishing that the CONSULTANT has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

*The required minimum limit of liability shown in (2) Commercial General Liability and (3) Business Automobile Liability, 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."

ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

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

ARTICLE 15.00 - REPRESENTATION OF THE COUNTY

The CONSULTANT in providing and performing the services and work required pursuant to this Agreement thereto shall only represent the COUNTY in the manner and to the extent specifically set forth in writing in this Agreement, and as provided in any written SUPPLEMENTAL TASK AUTHORIZATION or CHANGE ORDER issued hereunder.

In the event the CONSULTANT'S services or work involves construction contract administrative support services, the CONSULTANT is not authorized to act on the COUNTY'S behalf, and shall not act on the COUNTY'S behalf, in such a manner as to result in changes to: (1) the cost or compensation to be paid the construction contractor; or, (2) the time for completing the work as required and agreed to in the construction contract; or, (3) the scope of the work set forth in the construction contract documents, unless such representation is specifically provided for, set forth and authorized in this Agreement or thereto.

The COUNTY will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the CONSULTANT not specifically provided for and authorized as stated hereinabove.

ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the CONSULTANT under this Agreement shall be property of the

CONSULTANT until the CONSULTANT has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the COUNTY of a written Change Order deleting all or portions of the scope of services or task(s) to be provided or performed by the CONSULTANT, all of the above documents, to the extent requested in writing by the COUNTY, shall be delivered by the CONSULTANT to the COUNTY within seven (7) calendar days of the COUNTY making such a request. In the event the COUNTY gives the CONSULTANT a written Notice of Termination of all or part of the services or work required, or upon the issuance to the CONSULTANT by the COUNTY of a written Change Order deleting all or part of the services or work required, the CONSULTANT shall deliver to the COUNTY the requested documents as set forth hereinabove, with the mutual understanding and commitment by the COUNTY that compensation earned or owing to the CONSULTANT for services or work provided or performed by the CONSULTANT prior to the effective date of any such termination or deletion will be paid to the CONSULTANT within thirty (30) calendar days of the date of issuance of the Notice of Termination or Change Order.

The CONSULTANT, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use. The CONSULTANT shall not, and agrees not to; use any of these documents, and data and information contained therein on any other project or for any other client without the prior expressed written permission of the COUNTY.

Any use by the COUNTY of said documents, and data and information contained therein, obtained by the COUNTY under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the risk of the COUNTY, and without liability to the CONSULTANT. The COUNTY shall be liable and agrees to be liable for and shall indemnify, defend and hold the CONSULTANT harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the COUNTY'S use of such documents in a manner contrary to the provisions set forth hereinabove. The COUNTY hereby acknowledges receipt of \$10.00 (ten and no hundreds dollars) and other good and valuable consideration from the CONSULTANT which has been paid as specific consideration for the indemnification provided herein.

ARTICLE 17.00 - MAINTENANCE OF RECORDS

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

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the COUNTY, and provided further that to the extent provided by law the COUNTY shall retain all such records confidential.

ARTICLE 18.00 - HEADINGS

The HEADINGS of the Articles, Sections, Exhibits, Attachments, Phases or Tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

Date: 10/25/13

ARTICLE 19.00 - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, constitutes the entire Agreement between the parties hereto and shall supercede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services".
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment".
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance".
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultants and SubContractors".
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria".
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate".
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles".

ARTICLE 20.00 - NOTICES AND ADDRESS OF RECORD

20.01 NOTICES BY CONSULTANT TO COUNTY

All notices required and/or made pursuant to this Agreement to be given by the CONSULTANT to the COUNTY shall be in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following COUNTY address of record and sent to the attention of the County's Project Manager:

Lee County Board of County Commissioners
Post Office Box 398
Fort Myers, Florida 33902-0398
Department: Procurement Management

20.02 NOTICES BY COUNTY TO CONSULTANT

All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the CONSULTANT shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following CONSULTANT'S address of record:

Coastal Engineering Consultants, Inc.
3106 S Horseshoe Dr
Naples, FL 34104
Phone and Fax No. 643.2324/643.1143
ATTENTION: Michael T. Poff
Email: mpoff@cecifl.com

20.03 CHANGE OF ADDRESS OF RECORD

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

ARTICLE 21.00 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the CONSULTANT, by the COUNTY giving thirty (30) day written notice to the CONSULTANT.

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

In addition to the COUNTY'S contractual right to terminate this Agreement in its entirety as set forth above, the COUNTY may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in Exhibit "A", or the Project Guidelines and Criteria as set forth in Exhibit "E", or as such may be established by a Supplemental Task Authorization or Change Order Agreement. The COUNTY shall provide written notice to the CONSULTANT in order to implement a stoppage, suspension, supplement or change.

The CONSULTANT may request that this Agreement be terminated by submitting a written notice to the COUNTY dated not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the COUNTY reserves the right to accept or not accept the termination request submitted by the CONSULTANT, and no such termination request submitted by the CONSULTANT shall become effective unless and until CONSULTANT is notified, in writing, by the COUNTY of its acceptance.

21.01 CONSULTANT TO DELIVER MATERIAL

Upon termination, the CONSULTANT shall deliver to the COUNTY all papers, drawings, models, and other material in which the COUNTY has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the CONSULTANT on behalf of the COUNTY.

Date: 10/25/13

ARTICLE 22.00 - AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the Articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement, as evidenced by Exhibit H for amending articles. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written Amendment (Exhibit H), the requirements, provisions and/or terms of the Amendment shall take precedence.

ARTICLE 23.00 - MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written CHANGE ORDERS and/or SUPPLEMENTAL TASK AUTHORIZATIONS, the latest executed CHANGE ORDER and/or SUPPLEMENTAL TASK AUTHORIZATION shall take precedence.

In the event the COUNTY issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the COUNTY'S internal control purposes only, and any and all terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms thereof shall impair the rights of either party.

ARTICLE 24.00 – SEVERABILITY

If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

ARTICLE 25.00 – VENUE

Venue for any administrative and/or legal action arising under this Agreement shall be in Lee County, Florida.

ARTICLE 26.00 – NO THIRD PARTY BENEFICIARIES

Both parties explicitly agree, and this Agreement states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 27.00 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:
CLERK OF CIRCUIT COURT
Linda Doggett, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: Marcia Wilson
Deputy Clerk

BY: [Signature]
Chair

DATE: 8/19/14



APPROVED as to Form for the Reliance of Lee County Only

BY: [Signature]
County Attorney's Office

Coastal Engineering Consultants, Inc.
Firm

BY: [Signature]
Authorized Signature

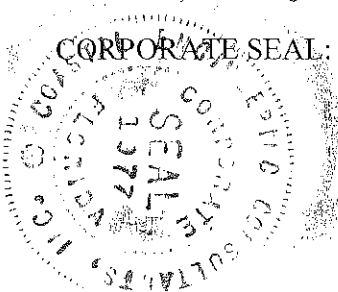
[Signature]
(Witness)

Michael T. Poff, P.E.
Authorized Signature Printed Name

[Signature]
(Witness)

Vice President of Engineering
Authorized Signature Title

DATE: August 20, 2014



Date: 10/25/13

SCOPE OF SERVICES

for CN140236 Miscellaneous Professional Services

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

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

The CONSULTANT shall conduct surveys, development design alternatives, prepare an environmental impact summary, develop traffic data, prepare final plans and specifications, cost estimates, bid documents, contract documents, permit applications, coordinate all utility system adjustments and provide CEI for construction of roadway and/or bridge projects, in accordance with permits which may be required from the U.S. Army Corp. of Engineers, the Florida Department of Environmental Protection, the E.P.A., the South Florida Water Management District and Lee County Department of Community Development (Development Order).

The Consultant's services could be retained for any of the tasks separately or all of the tasks collectively.

This Contract Document does not entitle any firm to exclusive rights to County contracts. The County reserves the right to perform any and all required work in house or by any means it so desired.

Section 2. TASKS

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

TASK INDEX

- | | |
|-------|--|
| 1.00 | Public Involvement Program |
| 2.00 | Engineering & Land Surveys |
| 3.00 | Geotechnical Services |
| 4.00 | Environmental Inventory and Impact Summary |
| 5.00 | Traffic Data |
| 6.00 | Roadway and Bridge Plans |
| 7.00 | Utility Relocation Plans |
| 8.00 | Right-of-Way Plans |
| 9.00 | Signalization and Street Lighting Plans |
| 10.00 | Signing and Pavement Marking Plans |
| 11.00 | Permits |
| 12.00 | Final Bidding and Contract Documents |
| 13.00 | Advisory Services During Bidding |
| 14.00 | Construction Contract Administration and Inspection Services |
| 15.00 | Miscellaneous Services |
| 16.00 | Watershed Studies and Stormwater Improvements |

COMPENSATION AND METHOD OF PAYMENT

For CN140236 Miscellaneous Professional Services

Section 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	To be negotiated through each Supplemental Task Authorization issued.			
TOTAL (Unless list is continued on next page)				

CMO:033
09/25/01

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

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

Section 3. REIMBURSABLE EXPENSES AND COSTS

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

ATTACHMENT NO. 1 TO EXHIBIT B

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for CN140236 Miscellaneous Professional Services

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

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Principal Engineer / Surveyor / Scientist	\$ 67.66	3.0	\$ 202
Sr. Engineer / Surveyor / Scientist	\$ 56.35	3.0	\$ 169
Associate Engineer / Surveyor / Scientist	\$ 52.19	3.0	\$ 156
Marine Surveyor	\$ 47.38	3.0	\$ 142
Managing Engineer / Surveyor / Scientist	\$ 46.45	3.0	\$ 139
Coastal Modeler	\$ 46.70	3.0	\$ 140
Project Engineer/Surveyor/Scientist/Plnr	\$ 39.20	3.0	\$ 117
Staff Engineer/Surveyor/Scientist/Plnr	\$ 30.92	3.0	\$ 92
Sr. Technician / Designer	\$ 28.97	3.0	\$ 86
Technician	\$ 22.26	3.0	\$ 66
Senior Construction Observer	\$ 31.59	3.0	\$ 94
Construction Observer	\$ 24.54	3.0	\$ 73
Sr. Project Coordinator	\$ 21.30	3.0	\$ 63
1-Man Crew	\$ 38.45	3.0	\$ 115
2-Man Crew	\$ 46.35	3.0	\$ 139
3-Man Crew	\$ 54.93	3.0	\$ 164

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

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

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

ATTACHMENT NO. 2 TO EXHIBIT B

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for CN140236 Miscellaneous Professional Services

CONSULTANT OR SUB-CONSULTANT NAME Coastal Engineering Consultants, Inc.
 (A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.565/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals:	
	Breakfast
	\$ 9.00
	Lunch
	\$13.00
	Dinner
	\$24.00
In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
Hydrographic DGPS Surveying & Mapping System	\$ 600/day
RTK GPS System	\$ 250/day
Tide Recorder	\$ 500/day
Current Meter	\$3,000/day
Survey & Research Vessel	\$ 600/day
Survey Boat	\$ 325/day
Survey Jon Boat	\$ 175/day
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed
 CMO:033
 01/01/2010

EXHIBIT C

TIME AND SCHEDULE OF PERFORMANCE

for CN140236 Miscellaneous Professional Services

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 6.00 of this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	To be negotiated through each supplemental task authorization issued.		
	The term of this agreement is for a period of two (2) years. Effective 10/23/14 – 10/22/16		

EXHIBIT D

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

for CN140236 Miscellaneous Professional Services

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

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

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

EXHIBIT E

PROJECT GUIDELINES AND CRITERIA

CN140236 Miscellaneous Professional Services

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

Item No. 1

This is a "Master" contract, which is not for any specific project. Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

Item No. 2

Any governmental entity may utilize the provisions of this contract for their specific needs.

Item No. 3

Work may be assigned at anytime during the two-year contract duration. This contract also contains an option to renew for one additional, one-year period, by mutual agreement between both parties.

Item No. 4

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Item No. 5

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

Item No. 6

This contract does not entitle any firm to exclusive rights to County contracts. The County reserves the right to perform any or all work in-house, or by any means it so desires.

Item No. 7

In reference to Attachment No. 2 to Exhibit B of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensable.

Item No. 8

County reserves the right to add or delete, at any time, any or all tasks or services associates with this agreement.

ITEM NO. 9

DRUG FREE WORKPLACE: Whenever two or more proposals, which are equal with respect to price, quality, and service, are received for the procurement of contractual services, a proposal

ITEM NO. 9 (Continued)

received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the evaluation/award process. In order to have a drug-free workplace, a business shall comply with the requirements of Florida Statutes 287.087.

ITEM NO. 10

COOPERATIVE PURCHASING: The Lee County Board of County Commissioners participates in cooperative purchasing agreements; it is hereby made a part of this proposal that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same contract price, to the other governmental entities.

Each governmental agency desiring to accept this proposal, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for services ordered and received by it, and no agency assumes any liability by virtue of this proposal.

ITEM NO. 11

AUTHORITY TO PIGGYBACK: It is hereby made a condition of this agreement that this agreement constitutes an agreement made under the same conditions, for the same price, and for the same effective period as this agreement, to any other governmental entity.

It is further understood that any governmental entity that electing to piggyback from this agreement with Lee County, will issue its own purchase orders, and will require separate billing

ITEM NO. 12

COST PROPOSAL WORKSHEET: To be used when performing work for Lee County.

Item No. 13

IMMIGRATION LAWS: Lee County will not intentionally award County contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act ("INA).

Lee County shall consider the employment by any Consultant of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by Lee County.

EXHIBIT F

TRUTH IN NEGOTIATION CERTIFICATE

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Lee County Board of County Commissioners for the project known as:

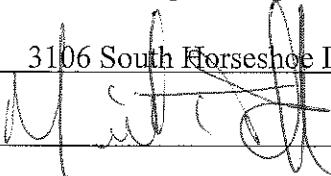
Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 3.11.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the County and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as:

Coastal Engineering Consultants, Inc.

3106 South Horseshoe Drive, Naples, Florida 34104

BY:  Michael T. Poff, P.E.

TITLE: Vice President of Engineering

The foregoing instrument was signed and acknowledged before me this 20th day of August, 2014, by Michael T. Poff who has produced Personally known to me as (Print or Type Name) (Type of Identification and

Number) identification.


Notary Public Signature

Karen J. Taylor
Printed Name of Notary Public



KAREN J. TAYLOR
MY COMMISSION # EE 214682
EXPIRES: October 1, 2016
Bonded Thru Budget Notary Services

EE 214682 / 10-1-2016
Notary Commission Number/Expiration

CMO:
00/00/00

AMENDMENT TO ARTICLES

for CN140236 Miscellaneous Professional Services

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

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

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

AMENDMENT NO.

ARTICLE No. ___ is hereby amended as follows:

None.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/20/2014

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).

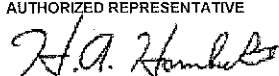
PRODUCER Lutgert Insurance - Naples PO Box 112500 Naples FL 34108	CONTACT NAME: Kristin Neiert	FAX (A/C. No.): 239-262-5360	
	PHONE (A/C. No. Ext): 239-262-7171	E-MAIL ADDRESS: kneiert@lutgertinsurance.com	
INSURED COAST-4 Coastal Engineering Consultants, Inc. 3106 Horseshoe Drive South Naples FL 34104	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: FCCI Insurance Company		10178
	INSURER B: Hartford Casualty Ins Co		29424
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 1064366208 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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Watercraft Liab <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GL0016093	11/1/2013	11/1/2014	EACH OCCURRENCE \$1,000,00 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 \$Included Watercraft Liability \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA0025552	11/1/2013	11/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$100/500
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 type="checkbox"/> RETENTION S		UMB0017807	11/1/2013	11/1/2014	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	21WBGAJ4240	11/1/2013	11/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
A	Inland Marine Property includes below coverage (Vaulable Papaers - \$30,000)		CM0007873 CP0010048	11/1/2013 11/1/2013	11/1/2014 11/1/2014	Scheduled Equipment 199,412 Leased/Rented Equip 100,000 Deductible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: CN140236 Miscellaneous Professional Services Agreement (cec prj 14.071)
Lee County, a political subdivision and Charter county of the State of Florida, its agents, employees, and public officials are Additional Insured with regards to General Liability including Products & Completed Operations.

CERTIFICATE HOLDER Lee County Board of County Commissioners PO Box 398 Fort Myers FL 33902	CANCELLATION 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 



COASENG-01

CDIXON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2014

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).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No., Ext): (703) 827-2277 FAX (A/C, No.): (703) 827-2279 E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: right; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Catlin Insurance Company</td> <td style="border: none;">19518</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Catlin Insurance Company	19518	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Catlin Insurance Company	19518														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Coastal Engineering Consultants, Inc. 3106 S Horseshoe Drive Naples, FL 34104															

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			AED-685954-0615	06/01/2014	06/01/2015	Per Claim/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: CN140236 Miscellaneous Professional Services Agreement (cec prj 14.071)

CERTIFICATE HOLDER**CANCELLATION**

Lee County Board of County Commissioners P.O. 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
---	---

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CONTRACT REVIEW CHECKLIST

CONTRACT TYPE: PROFESSIONAL SERVICES AGREEMENT

SUBJECT: Project known as: CN140236 County-Wide Miscellaneous Professional Services

between Lee County and Coastal Engineering Consultants, Inc. (V#173581)

Reference: Department Director approval:
County Administrator approval:

Reference: Board action approving contract/agreement

August 5¹⁹, 2014 Agenda Item No. 20

2 originals

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

(1) By the Director of Project Sponsoring Department Routed by Procurement Management

Recommending execution
 Not recommending execution for the following reason(s)

Date received _____ Date returned/forwarded _____
Signed _____

RECEIVED BY
LEE CO. ATTORNEY
2014 AUG 26 PM 3:28

(2) By Procurement Management
 Recommending execution
 Not recommending execution for the following reason(s)

Date received 8-25-14 Date returned/forwarded 8-26-14
Signed Diana Khan

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

Date received 08/26/2014 Date returned/forwarded 08/26/2014
Signed William Diaz

(4) By the County Attorney
 Recommending execution
 Not recommending execution for the following reason(s)

Date received _____ Date returned/forwarded _____
Signed _____ 8-27-14

RECEIVED
MINUTES OFFICE
2014 SEP -2 PM 12:10

(5) **BOARD**
(6) Clerks Office, Minutes Department 9-3-14 mzw
(7) **PROCUREMENT MGMT.** Diana Khan

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20140348

ACTION REQUESTED/PURPOSE:

A) Concur with the selection of Consultants by the Competitive Negotiations Committee for CN140236 COUNTY-WIDE MISCELLANEOUS PROFESSIONAL SERVICES, and authorize staff to negotiate hourly rates and independent costs with the following 33 firms for a contract period of two years commencing on October 23, 2014: Agnoli, Barber & Brundage, Inc.; AIM Engineering & Surveying, Inc.; Atkins North America, Inc.; Avalon Engineering, Inc.; Barraco and Associates, Inc.; Cardno, Inc.; CDM Smith, Inc.; Cella Molnar & Associates, Inc.; CH2M Hill Engineers, Inc.; Coastal Engineering Consultants, Inc.; Conestoga-Rovers & Associates, Inc.; CPH, Inc.; David Douglas Associates, Inc.; David Plummer & Associates, Inc.; Greensite Engineering, Inc.; H2eaux, LLC; Hans Wilson & Associates, Inc.; Hazen and Sawyer Environmental Consultants, Inc.; HDR Engineering, Inc.; Hole Montes, Inc.; Johnson Engineering, Inc.; KCCS, Inc.; Kimley-Horn and Associates, Inc.; Kinard-Stone, Inc.; McMahon & Associates, Inc.; Q. Grady Minor and Associates, P.A.; RWA, Inc.; Stantec Consulting Services, Inc.; Tetra Tech, Inc.; T.K.W. Consulting Engineers, Inc.; Trebilcock Consulting Solutions, P.A.; T.Y. Lin International; and, Waldrop Engineering, P.A. (29 of the 33 firms are local).

B) Authorize Chair to execute agreements upon final negotiations.

FUNDING SOURCE:

Funding will be available within specific project budgets.

WHAT ACTION ACCOMPLISHES:

Approves selection and award of annual contracts to 33 consulting firms under CN140236 Miscellaneous Professional Services. Authorizes staff to negotiate and award annual contracts with: Agnoli, Barber & Brundage, Inc.; AIM Engineering & Surveying, Inc.; Atkins North America, Inc.; Avalon Engineering, Inc.; Barraco and Associates, Inc.; Cardno, Inc.; CDM Smith, Inc.; Cella Molnar & Associates, Inc.; CH2M Hill Engineers, Inc.; Coastal Engineering Consultants, Inc.; Conestoga-Rovers & Associates, Inc.; CPH, Inc.; David Douglas Associates, Inc.; David Plummer & Associates, Inc.; Greensite Engineering, Inc.; H2eaux, LLC; Hans Wilson & Associates, Inc.; Hazen and Sawyer Environmental Consultants, Inc.; HDR Engineering, Inc.; Hole Montes, Inc.; Johnson Engineering, Inc.; KCCS, Inc.; Kimley-Horn and Associates, Inc.; Kinard-Stone, Inc.; McMahon & Associates, Inc.; Q. Grady Minor and Associates, P.A.; RWA, Inc.; Stantec Consulting Services, Inc.; Tetra Tech, Inc.; T.K.W. Consulting Engineers, Inc.; Trebilcock Consulting Solutions, P.A.; T.Y. Lin International; and, Waldrop Engineering, P.A., (29 of the 33 firms are local) The firms will be available to provide the County with professional services on an as needed basis for a contract period of 2 years commencing on October 23, 2014. Services to be provided include: Public Involvement Program, Engineering & Land Surveys, Geotechnical Services, Environmental Inventory and Impact Summary, Traffic Data, Roadway and Bridge Plans, Utility Relocation Plans, Right-of-Way Plans, Signalization and Street Lighting Plans, Signing and Pavement Marking Plans, Permits, Final Bidding and Contract Documents, Advisory Services during bidding, Construction Contract Administration and Inspection Services, Miscellaneous Services, and Watershed Studies and Stormwater Improvements. Funds will be available within specific project budgets.

MANAGEMENT RECOMMENDATION: Approve

Departmental Category: Item #20		Meeting Date: 8/19/2014
Agenda: Consent	Requirement/Purpose: (specify) <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-4 <input type="checkbox"/> Other	Request Initiated Commissioner: Department: PROCUREMENT MANAGEMENT Division: No Divisions By: Robert Franceschini

11. Required Review:

<i>Robert Franceschini</i>	<i>Robert Franceschini</i>	<i>Thelma Davis</i>	<i>Dawn Perry-Lehnert</i>	<i>Peter Winton</i>	<i>Peter Winton</i>
PROCUREMENT MANAGEMENT	Purchasing	Budget Analyst	County Attorney	Budget Services	County Manager

12. Commission Action:

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation

COASTAL ENGINEERING CONSULTANTS, INC.

Filing Information

Document Number	532310
FEI/EIN Number	591728628
Date Filed	04/05/1977
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/09/1995
Event Effective Date	NONE

Principal Address

3106 S HORSESHOE DR.
NAPLES, FL 34104

Changed: 03/04/1997

Mailing Address

3106 S HORSESHOE DR.
NAPLES, FL 34104

Changed: 03/04/1997

Registered Agent Name & Address

BROWN, DENNIS C, Esq.
BOND SCHOENECK & KING PA
4001 TAMiami TRAIL N, SUITE 250
NAPLES, FL 34103

Name Changed: 04/15/2013

Address Changed: 04/25/2011

Officer/Director Detail

Name & Address

Title PD

STEPHEN, MICHAEL F
374 S GOLF DRIVE
NAPLES, FL 34102

Title T

BENFIELD, DONNA R
 1471 SAN MARCOS BOULEVARD
 NAPLES, FL 34104

Title VSD

POFF, MICHAEL P
 1609 GARDENIA LANE
 NAPLES, FL 34105

Title VD

EWING, RICHARD J
 982 ROSE WAY
 NAPLES, FL 34104

Annual Reports

Report Year	Filed Date
2012	04/18/2012
2013	04/15/2013
2014	04/10/2014

Document Images

04/10/2014 -- ANNUAL REPORT	View image in PDF format
04/15/2013 -- ANNUAL REPORT	View image in PDF format
04/18/2012 -- ANNUAL REPORT	View image in PDF format
04/25/2011 -- ANNUAL REPORT	View image in PDF format
03/09/2010 -- ANNUAL REPORT	View image in PDF format
04/15/2009 -- ANNUAL REPORT	View image in PDF format
09/24/2008 -- ANNUAL REPORT	View image in PDF format
04/29/2008 -- ANNUAL REPORT	View image in PDF format
04/30/2007 -- ANNUAL REPORT	View image in PDF format
04/28/2006 -- ANNUAL REPORT	View image in PDF format
04/22/2005 -- ANNUAL REPORT	View image in PDF format
04/26/2004 -- ANNUAL REPORT	View image in PDF format
04/17/2003 -- ANNUAL REPORT	View image in PDF format
05/10/2002 -- ANNUAL REPORT	View image in PDF format
08/10/2001 -- ANNUAL REPORT	View image in PDF format
04/26/2001 -- ANNUAL REPORT	View image in PDF format
05/24/2000 -- ANNUAL REPORT	View image in PDF format
03/02/1999 -- ANNUAL REPORT	View image in PDF format
03/04/1998 -- ANNUAL REPORT	View image in PDF format
03/04/1997 -- ANNUAL REPORT	View image in PDF format

05/01/1996 -- ANNUAL REPORT	View image in PDF format
01/31/1995 -- ANNUAL REPORT	View image in PDF format

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State of Florida, Department of State

LEE COUNTY PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

Change Order
 Supplemental Task Authorization

NO.: 01

(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 Between \$50,000.01 and \$100,000 or Approval by the Board of County Commissioners for Expenditures over \$100,000)

PRIMARY CONTACT: Mark Kincaid, P.E.

CONTRACT NAME: Miscellaneous Professional Services

PROJECT NAME: Alva Boat Ramp Renovation

CONSULTANT: Coastal Engineering Consultants, Inc. PROJECT NO.: _____

SOLICIT NO.: CN140236 CONTRACT NO.: 6881 ACCOUNT NO. 42215600100.503190

LEE COUNTY PM: Jason Lamey DATE OF REQUEST: October 31, 2014

FISCAL STAFF: Cindy Mitar

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "CO/STA-A" SCOPE OF PROFESSIONAL SERVICE: DATED: November 21, 2014

EXHIBIT "CO/STA-B" COMPENSATION & METHOD OF PAYMENT: DATED: November 21, 2014

EXHIBIT "CO/STA-C" TIME AND SCHEDULE OF PERFORMANCE: DATED: November 21, 2014

EXHIBIT "CO/STA-D" CONSULTANT'S/PROVIDERS ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: November 21, 2014

EXHIBIT "CO/STA-E" PROJECT GUIDELINES AND CRITERIA DATED: November 21, 2014

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

Mark Kincaid, P.E.
Coastal Engineering Consultants, Inc.
Name of Contractor (Print Name)

Date Accepted

mkincaid@cecifl.com
Contact Email Address

239 643-2324 x 128
Contact Phone Number

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 1

EXHIBIT "CO/STA-A"

Date: November 21, 2014

SCOPE OF PROFESSIONAL SERVICES

For **Alva Boat Ramp Renovation**

SECTION 1.00 CHANGE(S) TO PROFESSIONAL SERVICES

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

Task 1 Boundary, Topography, Bathymetry & Design Survey

In support of the Project design and permit process, perform the following activities. Conduct a literature review of permits, plans, and correspondence provided by the County and available within CEC's archives. Conduct topographic and bathymetric surveys of the Project Site. Measure Mean High Water (MHW). Locate existing features (e.g., stormwater management system attributes, shoreline features, structures, and vegetation) within the site boundary and nearshore zone. Conduct transects to identify the presence/absence of submerged aquatic resources along the Project Site shoreline. The surveys shall reference NAVD88. Prepare a limited boundary survey of the Project Site in conjunction with the topographic and bathymetric surveys to support permitting and design phases.

Task 2 Preliminary Design

Prepare and submit to the County draft preliminary design plans for the proposed improvements including cover page; existing conditions survey; and site plan and typical details for the boat ramp, boarding dock, parking lot, access road, pedestrian walkway including ADA access, and retention areas. Prepare and submit a draft preliminary opinion of probable construction cost. Conduct one meeting with the County to review the draft plans. Upon receipt of written comments, finalize and submit preliminary design plans and opinion of probable construction cost to the County. Plans shall be in sufficient form for the permit process.

Task 3 Final Design

Prepare and submit to the County draft construction plans to show the general scope, character, and extent of the work to be furnished and performed by the contractor. The plans shall include horizontal and vertical control, survey baseline, natural resource habitats, staging areas, access corridors, demolition plan, boat ramp repair plan, boarding dock plan, parking and access road, pedestrian walkway including ADA access, stormwater retention areas, landscaping, construction details, volume and quantity requirements, and environmental protection measures.

Develop a Final Opinion of Probable Construction Cost in draft form. Construction costs shall be broken down by mobilization and demobilization, site preparation and restoration, demolition, site improvements, and environmental protection.

Conduct one meeting with the County to obtain their input and complete one round of edits on the draft deliverables. Based on the review, prepare and submit to the County one reproducible 11" x 17" engineering scaled set of final drawings and one reproducible set of technical specifications and special conditions along with electronic copies.

Task 4 Permitting

Organize, prepare for, and attend one pre-application meeting with the regulatory agencies to discuss the County-recommended Project goals and objectives and present the design plans. Identify agency requirements for permitting. Prepare and submit meeting minutes to the participants.

Prepare and submit to the County a draft Environmental Resource Permit (ERP) package consisting of the ERP application, permit drawings, technical documents, NMFS Section 7 Form, and Manatee Biological Evaluation Form. Provide a list of items to the County that they are required to provide in support of the ERP Application (e.g., owner authorization form, agent authorization form, adjacent property owners, permit fees, letter of consistency with local Zoning and Comprehensive Plan). Upon receipt of written comments, revise and submit the final ERP package to the regulatory agencies for processing.

Prepare and submit to the County a draft Lee County Limited Review Development Order (DO) package including Type D application, supporting exhibits, reports and plans. Upon receipt of written comments, revise and submit the Limited Review Development Order application, plans, and attachments through the County's online e-application process.

Task 5 Permit Processing

Utilizing existing information (including surveys, reports, design details, and analyses), assist the County prepare and submit a response to one (1) Request for Additional Information (RAI) to the state's regulatory agency (WMD or DEP).

Utilizing existing information (including surveys, reports, design details, and analyses), assist the County prepare and submit a response to and one (1) USACE RAI.

Utilizing existing information (including surveys, reports, design details, and analyses), assist the County prepare and submit a response to and one (1) RAI specific to the Limited DO.

Task 6 Project Management and County / FWC Coordination

Throughout the course of the Project, coordinate with County via email and phone to discuss progress of the Project. Update the Project schedule at key milestones. Assist the County prepare and submit Project documentation to the FWC in accordance with Grant requirements.

Attach additional pages, if needed.

CHANGE ORDER AGREEMENT No.
or
 SUPPLEMENTAL TASK AUTHORIZATION No. 1

EXHIBIT "CO/STA-B"

Date: November 21, 2014

COMPENSATION AND METHOD OF PAYMENT

For **Alva Boat Ramp Renovation**

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the CONSULTANT, or SERVICE PROVIDER, shall be entitled to receive for providing and performing the supplemented, changed or authorized services, tasks, or work as set forth and enumerated in the Scope of Services set forth in this CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto shall be as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "CO/STA-A". In accordance with Professional Services Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Boundary, Topography, Bathymetry & Design Survey	\$ 7,200	LS	W.I.P.P.
2	Preliminary Design	\$10,300	LS	W.I.P.P.
3	Final Design	\$ 6,900	LS	W.I.P.P.
4	Permitting	\$19,400	LS	W.I.P.P.
5	Permit Processing	\$ 9,100	NTE	W.I.P.P.
6	Project Management and County / FWC Coordination	\$ 4,900	LS	W.I.P.P.
TOTAL		\$57,800.00	LS & NTE	

(Unless list is continued on next page)

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 01

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the CHANGE ORDER or AGREEMENT, Exhibit "CO/STA-A", the compensation the COUNTY has previously agreed to pay to the CONSULTANT, or SERVICE PROVIDER, as set forth in Exhibit "B" of the Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation In the Basic Agreement	Adjustment(s) by Previous CO or STA Nos. _____	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
STA No. 1	Alva Boat Ramp Renovation	\$0	\$0	\$57,800	\$57,800
TOTAL		\$0	\$0	\$57,800	\$57,800

ATTACHMENT NO. 1 TO EXHIBIT B

Date: November 21, 2014

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For **Alva Boat Ramp Renovation**

CONSULTANT OR SUB-CONSULTANT NAME: Coastal Engineering Consultants, Inc.

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

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Principal Engineer/Surveyor/Scientist	\$65.69	3.0	\$197
Sr. Engineer/Surveyor/Scientist	\$ 54.71	3.0	\$164
Associate Engineer/Surveyor/Scientist	\$56.67	3.0	\$152
Marine Surveyor	\$46.00	3.0	\$138
Managing Engineer / Surveyor / Scientist	\$45.10	3.0	\$135
Coastal Modeler	\$45.34	3.0	\$136
Project Engineer/Surveyor/Scientist/Plnr	\$38.06	3.0	\$ 114
Staff Engineer/Surveyor/Scientist/Plnr	\$30.02	3.0	\$ 90
Sr. Technician/Designer	\$28.13	3.0	\$ 84
Sr. Project Coordinator	\$20.68	3.0	\$62
1-Man Crew	\$37.33	3.0	\$112
2-Man Crew	\$45.00	3.0	\$135

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

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

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

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 1

EXHIBIT "CO/STA-C"

Date: November 21, 2014

TIME AND SCHEDULE OF PERFORMANCE

For **Alva Boat Ramp Renovation**

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 or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", entitled "Scope of Professional Services" attached hereto is as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT A	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion from Date of Notice to Proceed For this CO or STA
Task 1	Boundary, Topography, Bathymetry & Design Survey	30	30
Task 2	Preliminary Design	30	60
Task 3	Final Design	60	120
Task 4	Permitting	60	180
Task 5	Permit Processing	180 (+)	360 (+)
Task 6	Project Mgmt / County and FWC Coord	360 (+)	360 (+)

- CHANGE ORDER AGREEMENT No. _____
- or
- SUPPLEMENTAL TASK AUTHORIZATION No. 1

EXHIBIT "CO/STA-C"

Date: November 21, 2014

TIME AND SCHEDULE OF PERFORMANCE

For **Alva Boat Ramp Renovation**

SECTION 2.00 SUMMARY OF THE IMPACT OF CHANGE(S) IN PROFESSIONAL SERVICES ON THE OVERALL PROJECT TIME AND SCHEDULE OF PERFORMANCE

Pursuant to and in consideration of the changes in the Scope of Professional Services in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", the time and schedule the COUNTY and the CONSULTANT, or SERVICE PROVIDER, has previously agreed to for all of the work to be done under this Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT A and EXHIBIT CO/STA-A	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion From Date of Notice to Proceed

CHANGE ORDER AGREEMENT No. _____

SUPPLEMENTAL TASK AUTHORIZATION No. 1

EXHIBIT "CO/STA-D"

Date: November 21, 2014

CONSULTANT'S, OR SERVICE PROVIDER'S, ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

For **Alva Boat Ramp Renovation**

CONSULTANT, or SERVICE PROVIDER, intends to engage the following sub-consultant(s) and/or sub-contractor(s) to assist the CONSULTANT, or SERVICE PROVIDER, in providing and performing the services, tasks, or work required under this CHANGE ORDER, or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT.

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant=s Insurance Coverage	
		Yes	No	Type	Yes	No
Parking Lot Design, Stormwater Mgmt, Limited DO	Q.Grady Minor				X	

CHANGE ORDER AGREEMENT No. _____

or
 SUPPLEMENTAL TASK AUTHORIZATION No. 1

EXHIBIT "CO/STA-E"

Date: November 21, 2014

PROJECT GUIDELINES AND CRITERIA

For **Alva Boat Ramp Renovation**

As a supplement, or change, to the Project Guidelines and Criteria set forth in the Professional Services Agreement, or Service Provider Agreement, Exhibit "E", the COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget, and/or Requirements which shall serve as a guide to the CONSULTANT, or SERVICE PROVIDER, in performing the professional services, tasks, or work to be provided pursuant to the professional services set forth hereinbefore in CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto:

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

ITEM No. 1

NONE

Khan, Diana

From: Mitar, Cynthia
Sent: Monday, January 05, 2015 2:48 PM
To: Khan, Diana
Cc: Lamey, Jason
Subject: FW: FW: STA for Alva Boat Ramp Renovation Project
Attachments: 13029_Alva_Ramp_STAExh_E-11212014.doc; 13029_Alva_Ramp_CO-STA form-11212014.docx; 13029_Alva_Ramp_STAExh_A-11212014.doc; 13029_Alva_Ramp_STAExh_B-11212014.docx; 13029_Alva_Ramp_STAExh_C-11212014.doc; 13029_Alva_Ramp_STAExh_D-11212014.doc

I just added my name and the account string to page 1...

Cindy Mitar

Fiscal Manager

Lee County Parks and Recreation

3410 Palm Beach Blvd

Fort Myers, FL 33916

phone (239) 533-7414

fax (239) 485-2301

mitarcc@leegov.com

www.leeparks.org

From: Lamey, Jason
Sent: Monday, January 05, 2015 2:45 PM
To: Khan, Diana
Cc: Mitar, Cynthia
Subject: FW: FW: STA for Alva Boat Ramp Renovation Project

Diana,

See attached revised forms.

Jason Lamey

Senior Planner

Lee County Parks and Recreation

3410 Palm Beach Boulevard

Fort Myers, Florida 33916

Phone > 239-634-1454 (cell) or 239-533-7446 (office)

Email > jlamey@leegov.com

www.leeparks.org

From: Michael Poff [<mailto:mpoff@cecifl.com>]
Sent: Monday, January 05, 2015 2:42 PM

To: Lamey, Jason
Cc: Mark Kincaid
Subject: Re: FW: STA for Alva Boat Ramp Renovation Project

Jason

Good afternoon and Happy New Year

Attached are the revised forms. Note this is the first STA under our new contract for Misc. Prof. Services so I updated the STA No. on all the forms plus the fiscal data on Form B.

thanks

Michael Poff, P.E.
Vice-President of Engineering
Coastal Engineering Consultants, Inc
3106 S. Horseshoe Drive
Naples, FL 34104
(239) 643-2324, extension 126
(239) 643-1143 (fax)
mpoff@cecifl.com

<http://coastalengineering.com/>

Please note: Florida has a very broad public records law. Most written communications to or from County Employees and officials regarding County business are public records available to the public and media upon request. Your email communication may be subject to public disclosure.

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

LEE COUNTY PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

Change Order
 Supplemental Task Authorization

NO.: 02

(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 Between \$50,000.01 and \$100,000 or Approval by the Board of County Commissioners for Expenditures over \$100,000)

PRIMARY CONTACT: Michael T. Poff

CONTRACT NAME: Miscellaneous Professional Services

PROJECT NAME: Pine Island Commercial Marina Bid Process and Construction Services

CONSULTANT: Coastal Engineering Consultants, Inc. PROJECT NO.: 402139

SOLICIT NO.: CN140236 CONTRACT NO.: 6881 ACCOUNT NO. 40213900100

LEE COUNTY PM: Randall Harris DATE OF REQUEST: February 16, 2015

FISCAL STAFF: Bev Dearborn / Marie Thevenin

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "CO/STA-A" SCOPE OF PROFESSIONAL SERVICE: DATED: February 16, 2015

EXHIBIT "CO/STA-B" COMPENSATION & METHOD OF PAYMENT: DATED: February 16, 2015

EXHIBIT "CO/STA-C" TIME AND SCHEDULE OF PERFORMANCE: DATED: February 16, 2015

EXHIBIT "CO/STA-D" CONSULTANT'S/PROVIDERS ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: February 16, 2015

EXHIBIT "CO/STA-E" PROJECT GUIDELINES AND CRITERIA DATED: February 16, 2015

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

Mark A. Kincaid, P.E., Senior Engineer
Coastal Engineering Consultants
Name of Contractor (Print Name)

February 16, 2015
Date Accepted

mkincaid@cecifl.com
Contact Email Address

239-643-2324, ext. 128
Contact Phone Number

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 02

EXHIBIT "CO/STA-A"

Date: February 16, 2015

SCOPE OF PROFESSIONAL SERVICES

For Pine Island Commercial Marina Bid Process and Construction Services

SECTION 1.00 CHANGE(S) TO PROFESSIONAL SERVICES

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

**PINE ISLAND COMMERCIAL MARINA
BID PROCESS AND CONSTRUCTION SERVICES**

Task 14: Bid Services:

Assist the County conduct a one-time solicitation of the bid process. Attend pre-bid meeting. Assist the County prepare addenda. Consult with the County as to acceptability of received bids. Assist the County in evaluating bids and make a recommendation of award. Evaluate opportunities with the County and Contractor to provide cost savings. Assist the County negotiate the terms and conditions of the construction contract with the Contractor. Assist the County issue Notice of Award and Notice to Proceed.

Task 15: Construction Surveys:

Perform the following survey services for the Project elements including channel dredging, navigation aids, dock construction, scour protection and boat ramp.

Pre-construction Survey

Construction Stake-out: One-time stake-out for each element.

Upon receiving written notice from the County that the Project is substantially complete, perform a survey of the Project elements. Utilizing the survey data, prepare and submit to the County and Contractor a delineation of areas that do not meet the Contract Documents.

Upon receiving written notice from the County that the Project is finally complete, perform a post construction survey and prepare as-built drawings.

Task 16: Construction Administration:

The budget is based upon a construction period of 150 days.

- A. Prepare for, attend and represent the County at one pre-construction conference with the Contractor covering contract obligations, construction plans, general and special conditions, and technical specifications.
- B. Review the Contractor's work plan, shop drawings and submittals to determine compliance with the plans and specifications. Upon completion of the review, submit to the County in writing recommended changes or a written approval of the Contractor's work plan, shop drawings and submittals. Review one round of work plan revisions from the Contractor.
- C. Monitor the construction progress. Attend construction meetings with the County and Contractor on average once every month covering work progress and schedule, conformance to plans and specifications, and other relevant issues that need to be addressed. Record and distribute the minutes of each meeting. The budget includes representation at five (5) construction progress meetings.
- D. Consult with the County and Contractor as reasonably required and necessary with regard to construction. Assist County prepare required field changes, change orders, or contract modifications requested by the Contractor and submit to County for approval. Provide to the Contractor instructions issued by County in addition to providing any necessary interpretations or clarifications of the contract documents requested by the Contractor. Make determinations on non-conforming and unauthorized work as authorized in the contract documents.
- E. Review and approve the concrete testing services to be conducted by the Contractor for conformance with the specifications.
- F. Based upon observations at the site, and evaluations of the data reflected in the Contractors' request for payment, render a recommendation concerning the amount owed. The budget includes up to five pay requests.
- G. Manage and coordinate the Project's internal efforts. Maintain informal contact with the County via email and phone calls. Update Project schedule at key milestones. Provide written or phone correspondence in reference to the Project.

Task 17: Construction Observations:

The budget is based upon a construction period of 150 days.

Make visits to the site at intervals appropriate to the various stages of construction as deemed necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and keep the County informed of the progress of the work. Provide a progress report at key milestones summarizing the construction completed to date.

Upon receiving written notice from the County that the Project is substantially complete, conduct a one-time comprehensive review of the Project, prepare a punch list of items needing completion or correction, forward said list to the County and Contractor, and provide written recommendations to the County concerning the acceptability of work done and the use of the Project.

Upon receiving written notice from the County that the Project is finally complete, perform final site observations in conjunction with the County to verify the punch list has been completed and the Project is ready for its intended use, and assist the County in closing out the construction contract.

Task 18: Project Certifications:

Prepare and submit the Project Final Certification which shall include a summary Project personnel, final as-built Project features, construction activities, and other significant milestone dates and comments. Prepare and submit the DEP and USACE Agency Final Certifications.

Task 19: Canal Finger Docks:

Collect field data on existing 16 finger docks for the purpose of preparing permit drawings. Assist the County obtain authorizations from permitting agencies for replacing docks within the existing footprints. The budget reflects obtaining DEP authorizations and meeting criteria for them to issue a SPGP. Design replacement docks and include in construction plans.

CHANGE ORDER AGREEMENT No.
or
 SUPPLEMENTAL TASK AUTHORIZATION No. 02

EXHIBIT "CO/STA-B"

Date: February 16, 2015

COMPENSATION AND METHOD OF PAYMENT

for Pine Island Commercial Marina Bid Process and Construction Services

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the CONSULTANT, or SERVICE PROVIDER, shall be entitled to receive for providing and performing the supplemented, changed or authorized services, tasks, or work as set forth and enumerated in the Scope of Services set forth in this CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto shall be as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "S/COA-A". In accordance with Professional Services Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
TASK 14	Bid Services	\$3,310	LS	Y
TASK 15	Construction Surveys	\$18,320	LS	Y
TASK 16	Construction Administration	\$14,530	NTE	Y
TASK 17	Construction Observations	\$28,760	NTE	Y
TASK 18	Project Certifications	\$1,400	LS	Y
TASK 19	Canal Finger Docks	\$8,000	LS	Y
TOTAL		\$74,320.00		

(Unless list is continued on next page)

CHANGE ORDER AGREEMENT No. _____
or

SUPPLEMENTAL TASK AUTHORIZATION No. 02

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the CHANGE ORDER or AGREEMENT, Exhibit "CO/STA-A", the compensation the COUNTY has previously agreed to pay to the CONSULTANT, or SERVICE PROVIDER, as set forth in Exhibit "B" of the Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Section/ Task Number	Section/Task Name	Compensation In the Basic Agreement	Adjustment(s) by Previous CO or STA Nos. <u>01</u>	Adjustment(s) Due to this CO or STA	Summary of Changed Compens- ation
STA No. 1	Alva Boat Ramp Renovation	\$0	\$49,046	\$0	\$49,046
STA No. 2	Pine Island Commercial Marina Bid Process and Construction Services	\$0	\$0	\$74,320	\$74,320
TOTAL		\$0	\$49,046	\$74,320	\$123,366

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 02

EXHIBIT "CO/STA-C"

Date: February 16, 2015

TIME AND SCHEDULE OF PERFORMANCE

for Pine Island Commercial Marina Bid Process and Construction Services

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 or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", entitled "Scope of Professional Services" attached hereto is as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT A	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion from Date of Notice to Proceed For this CO or STA
TASK 14	Bid Services	30	30
TASK 15	Construction Surveys	210	210
TASK 16	Construction Administration	150	210
TASK 17	Construction Observations	150	210
TASK 18	Project Certifications	30	240
TASK 19	Canal Finger Docks	210	240

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 02

EXHIBIT "CO/STA-D"

Date: February 16, 2015

CONSULTANT'S, OR SERVICE PROVIDER'S, ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

For Pine Island Commercial Marina Bid Process and Construction Services

CONSULTANT, or SERVICE PROVIDER, intends to engage the following sub-consultant(s) and/or sub-contractor(s) to assist the CONSULTANT, or SERVICE PROVIDER, in providing and performing the services, tasks, or work required under this CHANGE ORDER, or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT.

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

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

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 02

EXHIBIT "CO/STA-E"

Date: February 16, 2015

PROJECT GUIDELINES AND CRITERIA

for Pine Island Commercial Marina Bid Process and Construction Services

As a supplement, or change, to the Project Guidelines and Criteria set forth in the Professional Services Agreement, or Service Provider Agreement, Exhibit "E", the COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget, and/or Requirements which shall serve as a guide to the CONSULTANT, or SERVICE PROVIDER, in performing the professional services, tasks, or work to be provided pursuant to the professional services set forth hereinbefore in CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto:

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

ITEM No. 1

"NONE"

CMO:029
09/25/01

From: [Harris, Randall](#)
To: [Khan, Diana](#)
Cc: [Harris, Randall](#)
Subject: FW: Re:
Date: Monday, February 23, 2015 9:37:44 AM
Attachments: [11034 CO STA form 2015.docx](#)
[11034 coexh a-2015.doc](#)
[11034 coexh b- 2015.doc](#)
[11034 coexh c-2015.doc](#)
[11034 coexh d-2015.doc](#)
[11034 coexh e-2015.doc](#)

I'm sorry hopefully it will be attached now.

Randall Harris
Construction Project Manager
Modular Furniture Supervisor
Facilities Construction & Management
Rharris@leegov.com
239 707-2481

From: Harris, Randall
Sent: Monday, February 23, 2015 9:24 AM
To: Harris, Randall
Subject: FW: Re:

Randall Harris
Construction Project Manager
Modular Furniture Supervisor
Facilities Construction & Management
Rharris@leegov.com
239 707-2481

From: Sarah Bunn [mailto:sbunn@cecifl.com]
Sent: Friday, February 20, 2015 10:33 AM
To: Harris, Randall
Subject: Re: Re:

Good Morning Randy,

Here is the complete STA.
Have a great weekend.

Thanks,
Sarah

Sarah E. Bunn
Project Coordinator, Coastal Division
3106 S. Horseshoe Drive
Naples, Florida 34104
239-643-2324 ext 150
Fax 239-643-1143

On Thu, Feb 19, 2015 at 4:50 PM, Harris, Randall <RHarris@leegov.com> wrote:
Yes Sarah could you send me the complete STA on word I have to forward it to Our Procurement dept.
Thank You Randy

Randall Harris
Construction Project Manager
Modular Furniture Supervisor
Facilities Construction & Management
Rharris@leegov.com
[239 707-2481](tel:2397072481)

From: Sarah Bunn [mailto:sbunn@cecifl.com]
Sent: Thursday, February 19, 2015 11:37 AM
To: Harris, Randall
Subject: Re: Re:

Hi Randy,
Here is the corrected section. Please let me know if you need anything else.
Thanks,
Sarah

Sarah E. Bunn
Project Coordinator, Coastal Division
3106 S. Horseshoe Drive
Naples, Florida 34104
[239-643-2324 ext 150](tel:239-643-2324)
Fax [239-643-1143](tel:239-643-1143)

On Thu, Feb 19, 2015 at 8:54 AM, Harris, Randall <RHarris@leegov.com> wrote:
I think that looks good Except I need a not to Exceed on task 17 and 16 thanks Randy

Randall Harris
Construction Project Manager

Modular Furniture Supervisor
Facilities Construction & Management
Rharris@leegov.com
[239 707-2481](tel:2397072481)

From: Sarah Bunn [mailto:sbunn@cecifl.com]
Sent: Wednesday, February 18, 2015 12:50 PM
To: Mark Kincaid
Cc: Harris, Randall
Subject: Re: Re:

Randy,

Here are the revised STA documents in Word reflecting your new information and current form. If you have any questions/comments, please let me know.

Thank you,
Sarah

Sarah E. Bunn
Project Coordinator, Coastal Division
3106 S. Horseshoe Drive
Naples, Florida 34104
[239-643-2324 ext 150](tel:2396432324)
Fax [239-643-1143](tel:2396431143)

On Mon, Feb 16, 2015 at 6:45 PM, Mark Kincaid <mkincaid@cecifl.com> wrote:
Hi Randy,

Attached is the revised STA for your review.

Thanks,

Mark

On Wed, Feb 11, 2015 at 3:22 PM, Harris, Randall <RHarris@leegov.com> wrote:
Thanks that good news hopefully I will get the go ahead soon so we can proceed.

Randall Harris
Construction Project Manager
Modular Furniture Supervisor
Facilities Construction & Management
Rharris@leegov.com
[239 707-2481](tel:2397072481)

From: Mark Kincaid [mailto:mkincaid@cecifl.com]
Sent: Wednesday, February 11, 2015 2:00 PM
To: Harris, Randall
Cc: McBride, Justin
Subject: Re: Re:

Hi Randy,

I just spoke with Mark Miller at DEP and he confirmed we can request an exemption to replace the docks in the canal. The docks will need to be the same configuration and size to qualify. The DEP can authorize with a SPGP and we will not need Corps review.

Thanks,

Mark

On Mon, Feb 9, 2015 at 11:14 AM, Mark Kincaid <mkincaid@cecifl.com> wrote:
We were already planning to dredge the canal, maybe a slight increase in volume (<100 CY) but it maybe offset by the ease of dredging w/o the docks.

Surveying was already included in our STA.

I do think we should add a task to our STA to obtain a permit for the docks. I will call DEP and inquire how they would prefer we handle this. Cost may depend on if they need to modify permit or we can request an exemption.

So for a budget place holder use \$8,000 for permitting.

Thanks,

Mark

On Mon, Feb 9, 2015 at 10:28 AM, Harris, Randall <RHarris@leegov.com> wrote:
Would there be any additional cost for dredging, surveying, permitting?

Randall Harris
Construction Project Manager
Modular Furniture Supervisor
Facilities Construction & Management
Rharris@leegov.com
[239 707-2481](tel:2397072481)

From: Mark Kincaid [mailto:mkincaid@cecifl.com]
Sent: Monday, February 09, 2015 10:25 AM

To: Harris, Randall
Cc: McBride, Justin
Subject: Re:

Hi Randy,

Total length of the L-dock is 130+/- ft.

There are 16 finger docks in the canal. The dock scale off the area to be 20' x 3' or 60 SF. If the docks are constructed during this project with a contractor on-site I would use a cost of \$60/SF or \$3,600 per dock.

For discussion purposes, I think a budget of \$75,000 for all 16 docks would be reasonable to demo and rebuild.

Please let me know if you have any questions.

Thanks,

Mark

On Mon, Feb 9, 2015 at 10:08 AM, Harris, Randall <RHarris@leegov.com> wrote:
Hey Mark and Justin, Spoke with Dan Notte with fire review, He said Boat dock can only be 149 feet beginning to end. Anything over 150 feet will require stand pipe with fire hose. And Mark, if you could get me some budgetary numbers on the cost of those finger dock replacement, and another fees that might be associated with that portion of work so I can plan budget to ask for as of now the county would like to move forward with that.
Thanks Randy

Randall Harris
Construction Project Manager
Modular Furniture Supervisor
Facilities Construction & Management
Rharris@leegov.com
[239 707-2481](tel:2397072481)

Please note: Florida has a very broad public records law. Most written communications to or from County Employees and officials regarding County business are public records available to the public and media upon request. Your email communication may be subject to public disclosure.

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Blue Sheet No. 20150164	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 15
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TITLE:
Receipt of State Aid Grant Funding and two donations

ACTION REQUESTED:

Recognize the receipt of and approve a budget adjustment of \$689,307 for the receipt of the first installment receipt of the State Aid to Libraries Grant that was approved on Bluesheet 20140508.

Recognize the receipt of two donations, the first a Display Case donated by the Friends of Riverdale Library to Riverdale Library with a value of \$399.99 to replace the one they donated over ten years ago. The second is 300 coupons for Ice Cream Sundaes from Applebee's with a value of \$807.00 for the Summer Reading Program.

FUNDING:

\$689,307; Library; Not included in original budget

This is the initial receipt of the State Aid Grant funds for FY 14/15. The grant is an annual grant and must be applied for each year. The total award is \$919,076

Library; NA: NA; 12109714800.334700.9002 \$689,307 and 12109714800.506611 \$689,307

WHAT ACTION ACCOMPLISHES:

Recognizes the receipt of and approves a budget adjustment of \$689,307 for the receipt of the first installment receipt of the State Aid to Libraries Grant that was approved on Bluesheet 20140508. The total grant award is \$919,076.

Recognize the receipt of two donations, the first a Display Case donated by the Friends of Riverdale Library to Riverdale Library with a value of \$399.99 to replace the one they donated over ten years ago. The second is 300 coupons for Ice Cream Sundaes from Applebee's with a value of \$807.00 for the Summer Reading Program

MANAGEMENT RECOMMENDATION:

Approve

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute 257 F.S.	Commissioner: All
<input type="checkbox"/> Ordinance	Department: LIBRARY
<input checked="" type="checkbox"/> Admin Code AC-3-12	Division: No Divisions
<input type="checkbox"/> Other	By: John Nicholson

Background:

Required Review:					
Sheldon Kaye	Mark A. Trank	Thelma Davis	Peter Winton	Christine Brady	
LIBRARY	County Attorney	Budget Analyst	Budget Services	County Manager	

RESOLUTION

Amending the Budget of the Lee County Libraries, Fund #14800 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2014-2015.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Lee County Libraries, Fund #14800 budget for \$689,307 of the unanticipated revenue from the State of Florida- State Aid grant and an appropriation of a like amount for library materials and;

WHEREAS, the Lee County Libraries, Fund #14800 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$38,904,213
Additions		
12109714800.334700.9002	State Aid – FY14/15	689,307
Amended Total Estimated Revenues		\$39,593,520

APPROPRIATIONS

Prior Total:		\$38,904,213
Additions		
12109714800.506611	Electronic Library Materials	689,307
Amended Total Appropriations		\$39,593,520

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Lee County Libraries, Fund #14800 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2015.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIR

APPROVED AS TO FORM
FOR THE RELIANCE OF LEE COUNTY ONLY

BY: _____
OFFICE OF COUNTY ATTORNEY

DOC TYPE YB
LEDGER TYPE BA

Blue Sheet No. 20150163	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 16
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TITLE:
Approve amendment to DEP Agreement 10LE1, Lovers Key Beach Nourishment, extending expiration date to March 31, 2019.

ACTION REQUESTED:
Approve Amendment No. 2 to DEP Agreement No. 10LE1, Lovers Key Beach Nourishment amending the completion date and refining deliverables for Task 4.1, Physical Monitoring.

FUNDING:

A) Dollar amount for this item; Fund type (General, Enterprise, Unincorporated MSTU, etc.); Included/Not Included in Budget
N/A; All funding is in current budget

B) Description of ongoing (future year) budget implications, total project cost at completion and/or other relevant financial information.
None

C) Fund name; Program; Project; Account string(s).
N/A

WHAT ACTION ACCOMPLISHES:
Provides time to complete Year 1, Year 2 and Year 3 Physical Post Construction Monitoring

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute Chs. 125 & 161, F.S.	Commissioner:
<input type="checkbox"/> Ordinance	Department: NATURAL RESOURCES
<input type="checkbox"/> Admin Code	Division:
<input type="checkbox"/> Other Agreement	By: Roland Ottolini

Background:

A) Options
Not execute Amendment: Lee County loses 50% cost share in future monitoring expenses.
Execute Amendment: Permit required monitoring for Years 2016 through 2018 is included in scope of services and cost share by DEP is insured.

B) Analysis
Physical monitoring is required as part of the State Joint Coastal Permit for beach renourishment projects. Failure to comply with permit conditions can result in fines and future loss of grant funding for beach restoration projects. With the necessity of monitoring, acceptance of grant funds reduces stress on Lee County TDC funds.

Required Review:					
Roland Ottolini	Anne Henkel	Peter Winton	John J. Fredyma	Doug Meurer	
NATURAL RESOURCES	Budget Analyst	Budget Services	County Attorney	Public Works Director	

C) BoCC Goals; Policy Issues; History

5. Tourism/sports

7. Funding sources

DEP Agreement 10LE1, Lovers Key Beach Nourishment, was approved by the Board of County Commissioners at their meeting of August 10, 2010 and amended on June 20, 2012. Financial obligation on the part of the State will not exceed 50% of design, permitting and monitoring or 88.24% of construction. Project estimates are as follows:

Eligible Project Tasks	FDEP	Lee County	Total
Design and Permitting	\$125,000	\$125,000	\$250,000
Construction	\$3,088,400	\$411,600	\$3,500,000
Monitoring	\$60,055	\$60,055	\$120,110
TOTAL	\$3,273,455	\$596,655	\$3,870,110

Amendment extends expiration date from December 31, 2015 to March 31, 2019. Construction of the project was complete December 11, 2014. Monitoring is scheduled to begin in 2016. Amendment No. 2 defines project physical post construction monitoring for Years 1 (2016), 2 (2017) and 3 (2018) per the Joint Coastal Permit Monitoring Plan/Permit No. 0311811-001-JC.

No funding implications; all current project tasks were previously budgeted.

D) Attachments

Amendment No. 2 DEP Agreement No. 10LE1 (two originals)

AMENDMENT No. 2
DEP AGREEMENT No: 10LE1
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESOURCE MANAGEMENT
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
STATE OF FLORIDA
GRANT AGREEMENT FOR
LOVERS KEY BEACH NOURISHMENT

THIS AGREEMENT was entered into the 10th day of August, 2010, amended on the 20th day of June, 2012, and revised by change order on the 15th day of August, 2013, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT"), whose address is 2600 Blair Stone Road, MS 3554, Tallahassee, Florida 32399, and LEE COUNTY, a local government (hereinafter referred to as the "LOCAL SPONSOR"), whose address is 1500 Monroe Street, Ft. Myers, Florida 33901, for the project described herein.

WHEREAS, the LOCAL SPONSOR has requested to extend the expiration date and revise deliverables in the Grant Work Plan to allow additional time for Post-Construction Monitoring and the DEP has agreed. Accordingly, the Grant Work Plan is revised as set forth in Attachment A.; and,

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the DEPARTMENT and the LOCAL SPONSOR do hereby agree as follows:

Paragraphs 1 through 46 are hereby deleted in their entirety and replaced with the following:

1. The DEPARTMENT does hereby retain the LOCAL SPONSOR to implement the beach erosion control project known as the LOVERS KEY BEACH NOURISHMENT, (hereafter referred to as the PROJECT), as defined in **Attachment A (Grant Work Plan)**, attached hereto and made a part hereof. The LOCAL SPONSOR does hereby agree to perform such services as are necessary to implement the PROJECT in accordance with the terms and conditions set forth in this Agreement, and all attachments and exhibits named herein that are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee", "Recipient" and "Local Sponsor" are used interchangeably.
2. This Agreement shall begin on the last date executed and end on **March 31, 2019**. Pursuant to Section 161.101 (18), Florida Statutes, and 62B-36.009, Florida Administrative Code, work conducted on this PROJECT by the LOCAL SPONSOR or its subcontractor and approved by the DEPARTMENT beginning on or after January 14, 2010, may be eligible for reimbursement by the DEPARTMENT, provided that the PROJECT is approved by the DEPARTMENT. If work identified in the approved Grant Work Plan is completed prior to time allowed in this Agreement, this Agreement may be amended to close out the Agreement.
3. The LOCAL SPONSOR shall perform the services in a proper and satisfactory manner as determined by the DEPARTMENT.
4. Any and all equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the LOCAL SPONSOR.

5. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and subject to the release of funds appropriated to the DEPARTMENT.
6. The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and all present and future requisite authorizations and environmental permits. The PROJECT consists of Approximately 1.1 miles of shoreline on Lovers Key between DEP Monuments R214.5 – R220.5 in Lee County. The life of the PROJECT is defined as ten (10) years following completion of each construction event. The parties expressly agree that the provisions of this paragraph shall survive and be enforceable beyond the expiration date of this Agreement.
7. For tasks, as specified in Table 1 in Attachment A, the LOCAL SPONSOR shall develop a detailed Scope of Work which shall include a narrative description of each task, a corresponding detailed budget for each deliverable under that task and a schedule for completion of each task and deliverable. Each Scope of Work shall require approval by the DEPARTMENT as to content, deliverables, and schedule prior to initiating the work.
8. The DEPARTMENT has determined that 100 percent of the non-federal PROJECT cost is eligible for state cost sharing. Therefore, the DEPARTMENT's financial obligation shall not exceed the sum of \$3,273,455 for this PROJECT or up to 50 percent of the non-federal project cost, for Task 2.1, 4.1, and up to 88.24 percent for Task 3.1, if applicable, for the specific eligible PROJECT items listed above, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share.
9. The DEPARTMENT and the LOCAL SPONSOR agree that any and all activities associated with the PROJECT that are not shown in Table 1 are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The LOCAL SPONSOR agrees that any costs for the specific eligible PROJECT tasks that exceed the estimated PROJECT costs for that task shall be the responsibility of the LOCAL SPONSOR. Any modifications to the estimated TOTAL PROJECT COSTS shown in Table 1 above, shall be provided through formal amendment to this Agreement.
10. The LOCAL SPONSOR shall perform as an independent contractor and not as an agent, representative, or employee of the DEPARTMENT.
11. The LOCAL SPONSOR agrees to maintain the public beach access sites and public parking spaces, as identified in **Attachment B (Funding Eligibility)**, attached hereto and made a part hereof, for beach use throughout the life of the PROJECT as established under this Agreement. The life of the PROJECT is defined as ten (10) years following the completion of each construction event commencing upon execution of this Agreement. If at any time the LOCAL SPONSOR fails to maintain the subject beach access sites and public parking, the LOCAL SPONSOR agrees to reimburse the DEPARTMENT all funds provided by the DEPARTMENT associated with any beach access site and/or parking spaces which are no longer available to the public for a 10-year period. All parking must be clearly signed or otherwise designated as public beach access parking.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

12. A. In accordance with Section 216.181(16)(b), Florida Statutes, the DEPARTMENT, upon written request from the LOCAL SPONSOR, including justification for said request, and written approval from the State Chief Financial Officer, may provide an advance payment to the LOCAL SPONSOR. In addition to the written request for advance payment, the LOCAL SPONSOR shall also complete and submit the applicable portions of **Attachment C (Advance Payment Justification Form)**, attached hereto and made a part hereof. Consideration for advance payment is at the discretion of the DEPARTMENT, and shall be limited to eligible studies and project construction costs identified in Table 1. The LOCAL SPONSOR's expenditures shall draw proportionally upon both the LOCAL SPONSOR's funds and the DEPARTMENT's advanced funds in accordance with the cost share ratios established pursuant to this Agreement.
- B. If advance payment is authorized, the LOCAL SPONSOR shall temporarily invest the advanced funds in an interest bearing account. The LOCAL SPONSOR shall be responsible to the DEPARTMENT for a quarterly accounting of such funds on the dates identified in paragraph 16.
- C. **Attachment D (Advance Payment – Interest Earned Memorandum)**, attached hereto and made a part hereof, is provided as a sample of the document generated internally each calendar quarter by the DEPARTMENT's Bureau of Finance and Accounting for agreements that authorized an advance payment. The DEPARTMENT's Grant Program Administrator shall forward such memorandum to the LOCAL SPONSOR's Project Manager, who shall be responsible for completion of the applicable interest statement details and submission to the DEPARTMENT each quarter. Interest income shall be documented by the LOCAL SPONSOR's submission of a current statement of account from the financial institution or agent where such funds are invested. Interest income shall be returned to the DEPARTMENT, within thirty (30) days following each quarter as set forth under this Agreement. This responsibility shall continue as long as advanced funds remain with the LOCAL SPONSOR or until construction is completed and a final accounting on the advanced funds is completed and the unused funds and interest due the DEPARTMENT are returned to the DEPARTMENT. Unused funds, and interest accrued on any unused portion of advanced funds which have not been remitted to the DEPARTMENT, shall be returned to the DEPARTMENT within sixty (60) days of the completion of the construction portion of this PROJECT. Unused funds advanced to the United States Army Corps of Engineers through LOCAL SPONSORS will be due sixty (60) days after the Federal final accounting has been completed.
- D. The parties hereto acknowledge that the State Chief Financial Officer may identify additional requirements that must be met in order for advance payment to be authorized. If additional requirements are imposed by the State Chief Financial Officer, the LOCAL SPONSOR shall be notified, in writing, by the DEPARTMENT's Grant Program Administrator regarding the additional requirements. Prior to releasing any funds, the LOCAL SPONSOR shall be required to provide a written acknowledgement to the DEPARTMENT's Grant Program Administrator of the LOCAL SPONSOR's acceptance of the terms imposed by the State Chief Financial Officer for release of funds.
13. As consideration for the satisfactory completion of the eligible work identified in Attachment A and approval of the work by the DEPARTMENT, the DEPARTMENT agrees to compensate the LOCAL SPONSOR on a cost reimbursement basis. All requests for reimbursement shall be made in accordance with **Attachment E (Contract Payment Requirements)**, attached hereto and made a part hereof, and State guidelines for allowable costs found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>. The LOCAL SPONSOR

shall submit a request for reimbursement of funds on the forms provided as **Attachment F (Request for Payment, PARTS I – IV)**, attached hereto and made a part hereof. These forms are to be submitted upon completion of deliverables identified in the approved Scope of Work. These forms shall be certified as accurate by the LOCAL SPONSOR's Project Manager and the LOCAL SPONSOR's Project Financial Officer and submitted to the DEPARTMENT as a payment request. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All requests for the reimbursement of travel expenses shall be based on the travel limits established in Section 112.061, Florida Statutes. A final invoice shall be due no later than thirty (30) days following the completion date of this Agreement. The DEPARTMENT will not release funds for construction activities until such time as all requisite authorizations, environmental permits, and variances, including those required pursuant to Chapters 161, 253, 258 and 373, Florida Statutes, have been obtained. The final payment will not be processed until the match requirement has been met.

14. The DEPARTMENT's Project Manager shall have thirty (30) days after receipt of each request for payment to determine that the work has been accomplished in accordance with the terms and conditions of this Agreement prior to approving the request for payment. It is understood and agreed that any request for payment that requires the DEPARTMENT to request additional information of the LOCAL SPONSOR shall stop time for the DEPARTMENT's review period and will reset when such information is received as requested by the DEPARTMENT. Upon approval of the request for payment the DEPARTMENT shall disburse the funds due the LOCAL SPONSOR less ten (10) percent which shall be retained on account. The cumulative amount retained for each eligible deliverable item shall be disbursed to the LOCAL SPONSOR after the DEPARTMENT has certified that the LOCAL SPONSOR has complied with all the terms and conditions of the Agreement. The DEPARTMENT will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within thirty (30) calendar days of such request. If applicable, the LOCAL SPONSOR may also be required to submit a cost allocation plan to the DEPARTMENT in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits).
15. For the duration of this Agreement, the LOCAL SPONSOR shall submit to the DEPARTMENT's Project Manager on a quarterly basis, **Attachment F (Project Progress Report, Part III)**, as updates to the project schedule, no later than thirty (30) days following the completion date of the quarterly reporting period in which the project is underway. The term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31. Progress reports are to be submitted electronically in Word .doc or tab delimited .TXT format. Information provided shall be the best available and shall represent the most accurate forecast of future events. Specific information to be included in the quarterly report: tasks to be completed, start and finish dates, task duration, and actual start and finish dates with actual task duration. In cases where no reimbursement is sought for a given quarter, all applicable portions of the progress report must still be completed and submitted. The timely submittal of these quarterly reports will result in points for the ranking of future projects under the Beach Management Funding Assistance Program.
16. Upon completion of a task or the PROJECT, the LOCAL SPONSOR shall submit to the DEPARTMENT a certification of completion, attached hereto as **Attachment G (Project Completion Certification)**. A final PROJECT certification inspection shall be made by the DEPARTMENT within sixty (60) days after the PROJECT is certified complete by the LOCAL SPONSOR.

17. The LOCAL SPONSOR shall, at a minimum, comply with monetary limits for competitive acquisition of both materials and services as required by Chapter 287, and Chapter 161.101(17), Florida Statutes, which are expressly made a part of this Agreement and incorporated herein by reference as if fully set forth.
18. The applicable provisions of Chapter 161, Florida Statutes, entitled "Beach and Shore Preservation", and any rules promulgated there from, are expressly made a part of this Agreement and are incorporated herein by reference as if fully set forth.
19. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
20.
 - A. The DEPARTMENT may terminate this Agreement at any time in the event of the failure of the LOCAL SPONSOR to fulfill any of its obligations under this Agreement. Prior to termination, the DEPARTMENT shall provide ten (10) days written notice of its intent to terminate and shall provide the LOCAL SPONSOR an opportunity to consult with the DEPARTMENT regarding the reason(s) for termination.
 - B. The DEPARTMENT may terminate this Agreement without cause and for its convenience by giving thirty (30) days written notice to the LOCAL SPONSOR. Notice shall be sufficient if delivered personally or overnight courier to the address set forth in this Agreement.
21. No payment will be made for deliverables deemed unsatisfactory by the DEPARTMENT. In the event that a deliverable is deemed unsatisfactory by the DEPARTMENT, the LOCAL SPONSOR shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the DEPARTMENT, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the DEPARTMENT may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the DEPARTMENT'S Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the LOCAL SPONSOR to the DEPARTMENT. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
 - A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the DEPARTMENT. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the DEPARTMENT shall notify the LOCAL SPONSOR in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the LOCAL SPONSOR shall have ten (10) calendar days from receipt of the DEPARTMENT letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the DEPARTMENT approval of a CAP as specified above shall result in the DEPARTMENT'S termination of this Agreement for cause as authorized in this Agreement.
 - B. Upon the DEPARTMENT'S notice of acceptance of a proposed CAP, the LOCAL SPONSOR shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the DEPARTMENT does not relieve the LOCAL SPONSOR of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by LOCAL SPONSOR, the DEPARTMENT shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the DEPARTMENT or steps taken by the LOCAL SPONSOR shall preclude the DEPARTMENT from subsequently asserting any deficiencies in performance. The LOCAL SPONSOR shall continue to implement the CAP

until all deficiencies are corrected. Reports on the progress of the CAP will be made to the DEPARTMENT as requested by the Department Grant Manager.

- C. Failure to respond to the DEPARTMENT's request for a CAP or failure to correct a deficiency in the performance of the LOCAL SPONSOR as specified by the DEPARTMENT may result in termination of this Agreement.

The remedies set forth above are not exclusive and the DEPARTMENT reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this Agreement.

- 22. Any notices between the parties shall be considered delivered by email, overnight courier or delivered in person to the contact person at the addresses below.

LOCAL SPONSOR
Justin McBride
Lee County
1500 Monroe Street
Ft. Myers, FL 33901
239-533-8130
JMcbride@leegov.com

DEPARTMENT
Dena VanLandingham, Grant Program Administrator
Department of Environmental Protection
Beach Management Funding Assistance Program
2600 Blair Stone Road, MS 3554
Tallahassee, Florida 32399
(850) 245-7692
Dena.Vanlandingham@dep.state.fl.us

Any changes to the contact information shown above or in paragraph 23 must be reduced to writing in the form of an email notification.

- 23. The LOCAL SPONSOR's Project Manager for all matters is Justin McBride, Phone: (239) 533-8130. The DEPARTMENT's Project Manager for all technical matters is Vincent George, Phone: (850) 245-7557 and the DEPARTMENT's Grant Program Administrator for all administrative matters is Dena VanLandingham, Phone: (850) 245-7692.
- 24. This Agreement may be unilaterally canceled by the DEPARTMENT for refusal by the LOCAL SPONSOR to allow public access to all documents, papers, letters, or other material made or received by the LOCAL SPONSOR in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
- 25. The LOCAL SPONSOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The DEPARTMENT, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the LOCAL SPONSOR shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

26. A. In addition to the requirements of the preceding paragraph, the LOCAL SPONSOR shall comply with the applicable provisions contained in **Attachment H (Special Audit Requirements)**, attached hereto and made a part hereof. Exhibit 1 to Attachment H summarizes the funding sources supporting the Agreement for purposes of assisting the LOCAL SPONSOR in complying with the requirements of Attachment H. A revised copy of Exhibit 1 must be provided to the LOCAL SPONSOR for each amendment that authorizes a funding increase or decrease. If the LOCAL SPONSOR fails to receive a revised copy of Exhibit 1, the LOCAL SPONSOR shall notify the DEPARTMENT's Grant Program Administrator at 850/245-7692, to request a copy of the updated information.
- B. The LOCAL SPONSOR is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The LOCAL SPONSOR shall consider the type of financial assistance (federal and/or state) identified in **Attachment H, Exhibit 1** when making its determination. For federal financial assistance, the LOCAL SPONSOR shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a sub recipient or vendor. For state financial assistance, the LOCAL SPONSOR shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The LOCAL SPONSOR should confer with its chief financial officer, or audit director or contact the DEPARTMENT for assistance with questions pertaining to the applicability of these requirements.

27. In accordance with Section 216.347, Florida Statutes, the LOCAL SPONSOR is hereby prohibited from using funds provided by this Agreement for the purposes of lobbying the Legislature, the judicial branch or a state agency.
28. The LOCAL SPONSOR covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
29. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
30. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party. Nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

31. To the extent required by law, the LOCAL SPONSOR will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. In the case any work is subcontracted, the LOCAL SPONSOR shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the LOCAL SPONSOR. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the LOCAL SPONSOR shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the DEPARTMENT, for the protection of its employees not otherwise protected.
32. The LOCAL SPONSOR warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the LOCAL SPONSOR's officers, employees, servants and agents while acting within the scope of their employment with the LOCAL SPONSOR.
33. The LOCAL SPONSOR recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.
34. This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
35.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list maintained by the Florida Department of Management Services may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
36.
 - A. The accounting systems for all LOCAL SPONSORS must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. LOCAL SPONSORS are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a LOCAL SPONSOR's, or subrecipient's, accounting system cannot comply with this requirement, the LOCAL SPONSOR, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - B. If the DEPARTMENT finds that these funds have been commingled, the DEPARTMENT shall have the right to demand a refund, either in whole or in part, of the funds provided to the LOCAL SPONSOR under this Agreement for non-compliance with the material terms of this Agreement. The LOCAL SPONSOR, upon such written notification from the DEPARTMENT shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall be calculated based on

the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the DEPARTMENT by the LOCAL SPONSOR to the date repayment is made by the LOCAL SPONSOR to the DEPARTMENT.

- C. In the event that the LOCAL SPONSOR recovers costs, incurred under this Agreement and reimbursed by the DEPARTMENT, from another source(s), the LOCAL SPONSOR shall reimburse the DEPARTMENT for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the LOCAL SPONSOR to the date repayment is made to the DEPARTMENT by the LOCAL SPONSOR.
37. A. The LOCAL SPONSOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT's Project Manager. Regardless of any subcontract, the LOCAL SPONSOR is ultimately responsible for all work to be performed under this Agreement. The LOCAL SPONSOR shall submit a copy of the executed subcontract to the DEPARTMENT within ten (10) days after execution. The LOCAL SPONSOR agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the DEPARTMENT and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the LOCAL SPONSOR that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the LOCAL SPONSOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The LOCAL SPONSOR will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, Florida Statutes.
- 1. The LOCAL SPONSOR may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the DEPARTMENT for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
 - 2. The LOCAL SPONSOR may request approval from the DEPARTMENT to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the LOCAL SPONSOR shall request the advance written approval from the DEPARTMENT's Project Manager of the fixed price negotiated by the LOCAL SPONSOR. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the DEPARTMENT Project Manager's approval of the fixed price amount, the LOCAL SPONSOR may proceed in finalizing the fixed price subcontract.
 - 3. All subcontracts are subject to the provisions of paragraph 14 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- B. The DEPARTMENT supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

38. When applicable, the LOCAL SPONSOR shall also notify the DEPARTMENT's Project Manager of the selection of an intended subcontractor for a construction task and provide a tabulation list from which the intended subcontractor was selected. The LOCAL SPONSOR shall also provide the bid form for the successful bidder. The LOCAL SPONSOR shall select eligible consultants licensed to offer services in the State of Florida for studies, design and permitting and monitoring tasks in accordance with Chapter 287, F. S. Upon the DEPARTMENT's request, the LOCAL SPONSOR shall furnish copies of the respective solicitation documents. Solicitation documents include, but are not limited to, the solicitation and responses thereto, the bid tabulations, and the resulting contract(s), including a detailed Scope of Work.
39. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.
40. The DEPARTMENT may at any time, by written order designated to be a change order, make any minor modifications, as described below. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the LOCAL SPONSOR's cost or time, shall require formal amendment to this Agreement. Minor modifications which will be handled with a change order include notification of a modification of deliverable due dates when such change does not involve an extension of contract, and modifying the Project Work Plan when such modifications would not involve a decrease/increase in total cost of the Agreement or an extension of the performance period of this Agreement.
41. The LOCAL SPONSOR shall comply with all applicable federal, state and local rules and regulations in providing services to the DEPARTMENT under this Agreement. The LOCAL SPONSOR acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The LOCAL SPONSOR further agrees to include this provision in all subcontracts issued as a result of this Agreement.
42. The LOCAL SPONSOR shall obtain from each owner of upland property, which is adjacent to the erosion control project, a sufficient property interest in order to construct, maintain, monitor, and repair the erosion control project prior to entering each individual property to conduct such activities.
43. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the LOCAL SPONSOR shall promptly notify the DEPARTMENT orally. Within seven (7) days, the LOCAL SPONSOR shall notify the DEPARTMENT in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the LOCAL SPONSOR's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the DEPARTMENT may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the DEPARTMENT accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the LOCAL SPONSOR, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the LOCAL SPONSOR and/or the DEPARTMENT. The LOCAL SPONSOR is responsible for the performance of all services issued under this Agreement. Failure to perform by the LOCAL SPONSOR's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

44. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned have signed and executed this Agreement on the respective dates under their signatures:

LEE COUNTY

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Title: Commission Chair

By: _____
Department of Environmental Protection
Secretary or designee

Date: _____

Date: _____

FEID No. 59-60000702

Department of Environmental Protection
Grant Program Administrator

APPROVED as to form and legality:

Local Sponsor's Attorney
(if necessary)

Department of Environmental Protection
Attorney

*If someone other than the Commission Chair signs this Agreement, a resolution, statement or other documentation authorizing that person to sign the Agreement on behalf of the County/City must accompany the agreement.

List of Attachments/Exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (3 pages)
Attachment	B	Funding Eligibility (1 page)
Attachment	C	Advanced Payment Justification Form (3 pages)
Attachment	D	Advanced Payment – Interest Earned Memorandum Sample (1 page)
Attachment	E	Contract Payment Requirements (1 page)
Attachment	F	Request For Payment, Parts I - IV (4 pages)
Attachment	G	Project Completion Certification (1 page)
Attachment	H	Special Audit Requirements (5 pages)

**ATTACHMENT A
GRANT WORK PLAN**

Project Title: Lovers Key Beach Nourishment.

Project Location: Approximately 1.1 miles of shoreline on Lovers Key between DEP Monuments R214.5 – R220.5 in Lee County.

Project Background: In 2004, a beach and dune restoration project was conducted on Lovers Key which consisted of placing approximately 533,385 cy between R214 and R221. This material was taken from an offshore borrow site. Lee County is the local sponsor, though the project is included within the limits of Lovers Key State Park. Nourishment was completed again in 2014 in conjunction with the Bonita Beach project to the south. The project placed approximately 285,000 cy of material on Lover’s Key.

The PROJECT shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable DEPARTMENT permits and the eligible project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards technical specifications contained in the DEPARTMENT'S Monitoring Standards for Beach Erosion Control Projects (2014) and Processing Plan and Geographic Information System Guidelines, unless otherwise specified in the approved Scope of Work (herein after referred to as SOW) for an eligible PROJECT item. This plan may be found at <http://www.dep.state.fl.us/beaches/publications/pdf/PhysicalMonitoringStandards.pdf>. One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the DEPARTMENT, unless otherwise specified.

The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are identified in Table 1 below:

TABLE 1
Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
2.0	Design					
2.1	Design of First Nourishment	50.00%		\$ 125,000	\$ 125,000	\$ 250,000
3.0	Construction					
3.1	First Nourishment	88.24%		\$ 3,088,400	\$ 411,600	\$3,500,000
4.0	Monitoring					
4.1	Physical Monitoring	50.00%		\$ 60,055	\$ 60,055	\$ 120,110
	TOTAL PROJECT COSTS			\$3,273,455	\$596,655	\$3,870,110

Changes in PROJECT costs that increase or decrease the total funding amount shall require a formal amendment to the Agreement.

Project Description:

The deliverables listed below are to be completed and approved by the DEPARTMENT by the due date listed.

2.0 Design

Professional services required for engineering and design, obtaining environmental permits and other authorizations and the preparation of plans and specifications for beach nourishment. This item specifically excludes permit application fees or any other fees paid to the State of Florida.

Performance Standard: All deliverables, reports, and monitoring results will be circulated to the Department for review and comment. When comments are received from the Department affirming that the deliverable is acceptable, payment will be authorized.

2.1 Design of First Nourishment

Design efforts required for the FY 2014-15 Lovers Key Nourishment Project consist of the project template design, plans & specs, evaluation of existing sand sources in the study area, geophysical surveys of potential borrow material sources, geotechnical & cultural resources surveys, & borrow area design.

Deliverable A: Final design report for the FY 2014-15 Lover's Key nourishment.

Total Cost: \$125,000 (DEP cost \$125,000).

Due Date: December 31, 2015. Work is 100% complete and has been accepted by the Department.

3.0 Construction

Work performed and costs associated with the placement of fill material and/or the construction of erosion control structures within the project area. Eligible costs may include mobilization, demobilization, construction observation or inspection services, beach fill, tilling and scarp removal, erosion control structures, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all permits issued by the Department.

Performance Standard: Work products (Deliverables) must meet acceptance standards of the engineer, building code inspector, Joint Coastal Permit, or a combination of these, as required, to assure all project-related construction is completed to desired specifications.

3.1 First Nourishment

Construction of the 2014 nourishment of the Lover's Key Project and any construction-related services, such as oversight, monitoring and project completion documentation. Documentation must be submitted by a professional engineer registered in the State of Florida.

Deliverable A: Certificate of Completion for 2014 Lover's Key nourishment construction.

Total Cost: \$3,500,000 (DEP cost \$3,088,400).

Due Date: March 31, 2019.

4.0 Monitoring

A monitoring program conducted in accordance with the requirements specified in any and all permits issued by the Department and the US Army Corps of Engineers. A monitoring plan must be submitted and approved in writing by the Department prior to the initiation of monitoring activities. The plan shall be developed in a manner that will coordinate the monitoring activities with the Department's Regional Coastal Monitoring Program.

Performance standard: All deliverables, reports, and monitoring results will be circulated to the Department for review and comment. When comments are received from the Department affirming that the deliverable is acceptable, payment will be authorized.

4.1 Physical Monitoring

Lovers Key Nourishment Project Physical Post-Construction Monitoring, including surveys & reports.

Deliverable A: Year 1 (2016) Physical Monitoring Report, per JCP Monitoring Plan/Permit #: 0311811-001-JC.

Scopes of work added under this task must be approved by program staff.

Total Cost: \$40,036.67 (DEP cost \$20,018.33).

Due Date: March 31, 2019.

Deliverable B: Year 2 (2017) Physical Monitoring Report, per JCP Monitoring Plan/Permit #: 0311811-001-JC.

Scopes of work added under this task must be approved by program staff.

Total Cost: \$40,036.67 (DEP cost \$20,018.33).

Due Date: March 31, 2019.

Deliverable C: Year 3 (2018) Physical Monitoring Report, per JCP Monitoring Plan/Permit #: 0311811-001-JC.

Scopes of work added under this task must be approved by program staff.

Total Cost: \$40,036.66 (DEP cost \$20,018.34).

Due Date: March 31, 2019.

NOTE: The deliverable due dates established in this Grant Work Plan indicate the time by which a deliverable is received and approved for cost sharing. The dates do not necessarily correspond with permit required due dates. The Local Sponsor must meet the terms of the permit for compliance. All Tasks are Contractual Services.

ATTACHMENT B

FUNDING ELIGIBILITY

LOVERS KEY BEACH NOURISHMENT

Project Boundary: DEP Range Monument R214.5 to R220.5.
Approximate Shoreline Length: 5,914 FEET

Public Access

Location/Name	Address	R-Mon	Type of Access	Width of Access/ Frontage	Total units or parking spaces	Public Parking Spaces	Eligible shoreline (ft)
Lovers Key State Recreation Area			Primary	5,914	100+	100+	5,914

Total eligible shoreline length: 5,914 FEET
Total project shoreline length: 5,914 FEET

Percent eligible for State funding: 100 PERCENT

**ATTACHMENT C
ADVANCE PAYMENT JUSTIFICATION FORM**

Required Signatures: **Original Ink**

Use of this form is not required unless the advance requested requires the prior approval of the Florida Department of Financial Services (DFS). For advance requests that are equal to or less than the purchasing threshold of category two as defined in Section 287.017, Florida Statutes, and meet one of the advance payment requirements identified in Section 215.422(14), Florida Statutes, use of this form is waived. However, the purchase requisition or contract review form must clearly identify the criteria being met under 215.422(14), Florida Statutes that allows the advance to be made without prior DFS approval.

A letter requesting advance payment from the recipient, on its letterhead, must be attached. The DEP Program Area should forward this information to the Contract Disbursements Section at MS 78. The Contract Disbursements Section will forward requests for advance payment to DFS for review and legislature consultation, as appropriate.

Name/Address of the Vendor/Recipient:			
Contact Person/Phone No.:			
Agreement No./Purchase Order No. (if known):			
Commodities/Services/Project Description:			
Organizational Structure (i.e. local gov't, non-profit corporation, etc.)			
Value of Purchase or Grant:			
Advance Payment Amount Requested:			
Period Advance Payment to Cover:	<input type="checkbox"/> 90 days startup	<input type="checkbox"/> Full Contract Period	
	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Other (specify):	
Indicate Statutory Authority:	<input type="checkbox"/> 215.422, F.S.	<input type="checkbox"/> 216.181, F.S.	
GAA Year and Line Item Info:	SFY:	Line Item:	
1. Reason advance payment is required:			
2. The following information required for advances requested pursuant to 215.422, Florida Statutes (and the DFS's Reference Guide for State Expenditures) which exceed the purchasing threshold of category two as defined in 287.017, Florida Statutes.			
<p>A. Document, if applicable, the cost savings to be incurred as a result of an advance payment that are equal or greater than the amount the State would earn by investing the funds and paying in arrears. Include the percent (%) savings to be realized. In calculating the percent savings as compared to the percent that can be earned by the State, information may be obtained from the DFS, Division of Treasury at 850/413-3165 regarding the current Treasury earnings rate.</p>			

B. Document, if applicable, how the goods or services are essential to the operation of the Department and why they are available only if advance payment is made:

C. Identify the procurement method used to select the vendor.

3. The following information required for advances to Governmental Entities and Non-Profits pursuant to 216.181, Florida Statutes. (Limited to GAA Authorized, Statutorily Authorized, and Grant & Aid Appropriation Categories 05XXXX or 14XXXX)

A. The entity acknowledges the requirement to invest advance funds in an interest bearing account and to remit interest earned to the Department on a quarterly basis.

Provide a description of how the entity intends to invest the advanced funds and track the interest earned on the advanced funds:

Remittances must: 1) be identified as interest earnings on advances, 2) must identify the applicable DEP Agreement (or Contract) No., and 3) be forwarded to the following address:

Florida Department of Environmental Protection
Bureau of Finance and Accounting
Receipts Section
P.O. Box 3070
Tallahassee, Florida 32315-3070

3. The recipient must provide an estimated budget for each quarter covered by the agreement. The summary information should include salaries, fringe benefits, overhead, contracts (specify services to be contracted out), equipment, if authorized (specify items to be purchased), supplies, travel, and other costs.

A sample summary format is provided below. The summary should include the breakdown for each quarter of the agreement period.

Description	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Salaries (identify personnel/titles)				
Fringe Benefits				
Contractual Services (list services and estimated costs)				
Equipment (identify each item and cost)				
Supplies				
Travel				
Other (specify)				
Overhead/Indirect				
Total:				

Certification Statement

The forgoing information is presented to the Florida Department of Environmental Protection in support of our request for advance payment. I certify that the information provided accurately reflects the financial issues facing the entity at this time.

By: _____ Date: _____

Type Name of Signatory: _____

Date

Title: Chief Financial Officer or designee

DEP Program Area Review/Approval

Recommendation: **Approve Request** **Deny Request**

By: _____ Date: _____

Type Name of Signatory: _____

Title:

Bureau:

Division:

ATTACHMENT D

ADVANCE PAYMENT – INTEREST EARNED MEMORANDUM

“SAMPLE DOCUMENT”

TO: Dena VanLandingham, Beach Management Funding Assistance Program, MS#3554
FROM: Lydia Louis, Finance and Accounting Director, Bureau of Finance and Accounting, MS#78
DATE:
SUBJECT: Advance Payment DEP Agreement No.: XXXX
BECP Project No.: XXXX
Interest Due to DEP: (Quarterly)

Pursuant to Section 216.181(16)(b), Florida Statutes, and paragraph 13 of the AGREEMENT, advance payments must be deposited into an interest bearing account until all funds have been depleted. In order to comply with this statute, advance approval of the State Chief Financial Officer, and the terms of the above referenced contract, the following information is needed for our records no later twenty (20) days following each calendar quarter (i.e. January 20, April 20, July 20, and October 20.)

- Advance funding disbursed (date of disbursement) \$
1. Advanced funds expended by contractor covering period of (agreement execution) to (end of most recent calendar qtr) \$
2. Balance advance funding principal available \$
3. Interest earned on advanced funds covering period of (agreement execution) to (end of most recent calendar qtr) \$
4. Amount of interest paid to DEP as of (end of most recent calendar qtr) \$
5. Balance Due to DEP as of (end of most recent calendar qtr) \$

(Project Manager’s Signature) (Date)

Special Instructions: If the grant/contract specifies that any accrued interest that is based upon a grant/contract advance payment(s) will not be paid to DEP until after termination of the grant/contract, the advance fund recipient shall complete report items 1 and 2 only for the first three quarters of the state’s fiscal year. The report for the state’s fourth fiscal year quarter shall include items 1, 2, 3, 4, and 5. Items 3, 4, and 5 will be the life to date interest.

If the contract states that no interest is due, quarterly reports of unexpended advances are required, lines 1 and 2.

The lines 1 and 2 reported amounts are on a cash basis for the advance payment principal. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the fund recipient must complete items 1 through 5 for each quarterly report.

Payments of interest due to DEP shall be paid within the specifications of the contract/grant.

Thank you for your cooperation in providing the above information. If you have questions, please contact Lydia Louis (850) 245-2452 in the Contracts Disbursement Section.

ATTACHMENT E
Florida Department of Environmental Protection
DEP 55-219 Contract Payment Requirements

Required Signatures: No Signature

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries	A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
<hr/>	
(2) Fringe Benefits	Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
<hr/>	
(3) Travel	Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher.
<hr/>	
(4) Other direct costs	Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
<hr/>	
(5) In-house charges	Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
<hr/>	
(6) Indirect costs	If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm.

ATTACHMENT F

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART I

PAYMENT SUMMARY

NAME OF PROJECT: Lovers Key Beach Nourishment

LOCAL SPONSOR: Lee County

DEP Agreement Number: 10LE1

Billing Number: _____

Billing Type: Interim Billing Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
\$ _____	\$ _____	\$ _____	\$ _____

*if applicable

Cost Summary:

State Funds Obligated \$ _____

Less Advance Pay \$ _____

Less Previous Payment \$ _____

Less Previous Retained \$ _____

Less This Payment \$ _____

Less This Retainage (10%) \$ _____

State Funds Remaining \$ _____

Local Funds Obligated \$ _____

Less Advance Pay \$ _____

Less Previous Credits \$ _____

Less This Credit \$ _____

Local Funds Remaining \$ _____

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
 BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
 REVISED REQUEST FOR PAYMENT – PART II**

Name of Project: _____ Billing Period (1): _____
 Billing Number: _____ Person Completing Form & Telephone Number (2): _____
 DEP Agreement Number: _____

REIMBURSEMENT DETAIL

Item #	Vendor Name	Invoice Number	Check Number	Deliverable Number (3)	Eligible Cost (4)	% Fed Share (5)	Federal Share of Invoice Amount (6)**	Non-Federal Share (7)	% State Share (8)	State Share (9)	Local Share (10)	Retainage Payment (11)	Withheld Retainage (12)	State Payment (13)
							-	-		\$0.00	0.00		0.00	0.00
Sub-Totals:					-		-	-		-	-	-	-	-

Total Due to Local Sponsor (14) _____

- Form Instructions:
1. Billing Period: Should reflect Invoice services performed date. (beginning date - earliest date of services, end date - latest date of services performed).
 2. Person to Contact for questions regarding items submitted on this form.
 3. Deliverable #: Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable.
 4. Eligible Cost: Invoice amount paid by Local Sponsor less ineligible cost for Line Item Deliverable only.
 5. % Federal Share: If applicable this should be the percentage listed in Agreement. Federal Share will be listed on Table 1 if applicable.
 6. Federal Share: If applicable, Local Sponsor will multiply Eligible Cost by Federal Share Percentage.
 7. Non-Federal Share: Eligible Cost (4) minus Federal Share of Invoiced Amount (6).
 8. Percentage of State Share: This should be the State Share Percentage listed in Agreement.
 9. State Share: Multiply Non-Federal Share by State Share Percentage.
 10. Local Share: Subtract State Share from Non-Federal Share.
 11. Retainage Payment: Requires separate line for each completed Task, Sub-Task and or Deliverable that retainage is being requested.
 12. Withheld Retainage: Multiply State Share by 10%.
 13. State Payment: Subtract Retainage from State Share.
 14. Total Due to Local Sponsor: Add Retainage Payment Total (11) to State Payment Total (13).
- Notes: For questions or concerns regarding this form please contact: Janice Simmons - (850)245-8222 or email at Janice.L.Simmons@dep.state.fl.us

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART III
PROJECT PROGRESS REPORT**

NAME OF PROJECT: Lovers Key Beach Nourishment

LOCAL SPONSOR: Lee County

DEP Agreement Number: 10LE1

Billing Number: _____

Report Period: _____

Status of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.)

Task Eligible Project
No: Item:
2.0 DESIGN

2.1 Design of First Nourishment

3.0 CONSTRUCTION

3.1 First Nourishment

4.0 MONITORING

4.1 Physical Monitoring

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
CERTIFICATION OF DISBURSEMENT REQUEST
REQUEST FOR PAYMENT – PART IV**

NAME OF PROJECT: Lovers Key Beach Nourishment

LOCAL SPONSOR: Lee County

DEP Agreement Number: 10LE1

Billing Number: _____

Certification: I certify that this billing is correct and is based upon actual obligations of record by the LOCAL SPONSOR; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Beach Management Funding Assistance Program's approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in the grant work plan.

I certify that the purchases noted were used in accomplishing the project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

ATTACHMENT G

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
PROJECT COMPLETION CERTIFICATION**

NAME OF PROJECT: Lovers Key Beach Nourishment

LOCAL SPONSOR: Lee County

DEP Agreement Number: 10LE1

Task Completion

Project Completion

*I hereby certify that the above mentioned project task has been completed in accordance with the Project Agreement, including any amendments thereto, between the DEPARTMENT and LOCAL SPONSOR, and all funds expended for the project were expended pursuant to this Agreement. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the DEPARTMENT, have been returned to the DEPARTMENT, or will be returned to the DEPARTMENT within sixty (60) days of the completion of construction portion of this PROJECT. Unused funds advanced to the United States Army Corps of Engineers through LOCAL SPONSORS will be due sixty (60) days after the Federal final accounting has been completed.

Name of Project Manager

Signature of Project Manager

Date

ATTACHMENT H



Florida Department of Environmental Protection (SPECIAL AUDIT REQUIREMENTS)

Required Signatures: **No Signature**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

ATTACHMENT H



Florida Department of Environmental Protection (SPECIAL AUDIT REQUIREMENTS)

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

ATTACHMENT H



Florida Department of Environmental Protection (SPECIAL AUDIT REQUIREMENTS)

- A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32990-1450

ATTACHMENT H



Florida Department of Environmental Protection (SPECIAL AUDIT REQUIREMENTS)

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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ATTACHMENT H
Florida Department of Environmental Protection
(SPECIAL AUDIT REQUIREMENTS)

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Ecosystem Management and Restoration Trust Fund, GGA Line Item # 1748	2008-2009	37.003	Beach Management Funding Assistance Program	\$14,374	140126
Original Agreement	Ecosystem Management and Restoration Trust Fund, GGA Line Item # 1695	2009-2010	37.003	Beach Management Funding Assistance Program	\$13,032	140126
Original Agreement	Ecosystem Management and Restoration Trust Fund, GGA Line Item # 1653A	2010-2011	37.003	Beach Management Funding Assistance Program	\$3,246,049	140126
Total Award					\$3,273,455	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

Blue Sheet No. 20150167	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 17
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TITLE:

First Amendment to Joint Participation Agreement between Lee County and the State of Florida Department of Transportation

ACTION REQUESTED:

- A) Approve the First Amendment to the Joint Participation Agreement (JPA) between Lee County and the State of Florida Department of Transportation (FDOT);
- B) Approve budget transfer from Conservation 20/20 reserves for \$42,500
- C) Authorize the Board Chair to execute the Memorandum of Agreement and authorize the Parks and Recreation Director to sign any additional amendments which do not impact the budget.

FUNDING:

Provides \$42,500 from FDOT of funding for the project with total construction cost estimate anticipated at \$168,000; \$75,000 has previously been allocated. The remaining construction costs (\$50,500) are anticipated in the Conservation 20/20 budget.

Phase II of Six Mile Cypress Slough Preserve North is budgeted and will be constructed in the current fiscal year. Conservation 20/20 fund will be reimbursed \$117,500 (\$75,000 + \$42,500) by FDOT upon completion of the project.

Capital Improvement-Environmentally Sensitive Land Management; Parks and Recreation Operations; Six Mile Cypress Slough Preserve North; KH5722030105.503190.417

WHAT ACTION ACCOMPLISHES:

Approves the First Amendment to the Joint Participation Agreement (a cost share agreement) that allows the State of Florida Department of Transportation to allocate the remaining funds from the original agreement. This partnership is for Phase II of the restoration project of a portion of the Six Mile Cypress Slough Preserve North, a Conservation 20/20 preserve. Upon completion of Phase II, Conservation 20/20 will be reimbursed by FDOT for their \$117,500 (\$75,000 + \$42,500) total cost share towards this project.

MANAGEMENT RECOMMENDATION:

Approve

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute 125 FS <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: Department: PARKS AND RECREATION Division: No Divisions By: Dana Kasler

Background:

Approval of agreement provides the funding for the project as indicated in the original agreement.

Required Review:					
Dana Kasler	Anne Henkel	Peter Winton	Corris L. McIntosh Jr.	David Harner	
PARKS AND RECREATION	Budget Analyst	Budget Services	County Attorney	County Manager	

On March 4, 2014 the Board approved a Joint Participation Agreement with the State of Florida Department of Transportation which provided cost sharing for phase II of Six Mile Cypress Slough Preserve North. The project benefits both the County and FDOT by sharing project funds and not having to construct duplicate water control structures and rehydrating a portion of the Six Mile Cypress Slough Preserve North. This amendment allows FDOT to budget the money in this fiscal year for the project. The rest of the agreement remains intact. This partnership is for Phase II of the restoration project of a portion of Six Mile Cypress Slough Preserve North, a Conservation 20/20 preserve. Upon completion of Phase II, Conservation 20/20 will be reimbursed by FDOT for their \$117,500 (\$75,000 + \$42,500) total cost share towards this project.

The amendment to the agreement is consistent with the Board approved Joint Participation Agreement of 2014 (BS# 20140072) and will allow FDOT to allocate the remainder of the funds stated in the original agreement.

Attachments:

1. First Amendment to the Joint Participation Agreement between the State of Florida Department of Transportation and Lee County
2. Joint Participation Agreement between Florida Department of Transportation and Lee County (2014)
3. Request for budget transfer

**FIRST AMENDMENT TO
JOINT PARTICIPATION AGREEMENT
BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND LEE COUNTY**

Upon execution by LEE COUNTY (hereinafter “*COUNTY*” or “*LOCAL GOVERNMENT*”) and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (hereinafter, “*DEPARTMENT*”) in the places provided below, the following shall constitute the 1st AMENDMENT to the JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND LEE COUNTY FOR SR 93 (I-75) from SR 82 to Lockett Road (Six Mile Cypress Preserve North) FM# 435392-1-58-01 (hereinafter, “*AGREEMENT*”).

- A. All expressions used herein, unless herein separately defined, shall have the same meaning herein as in the Agreement.
- B. Except as expressly or by necessary implication modified hereby, all provisions of the Agreement shall remain in full force and effect in accordance with their terms but in the event of any inconsistency(ies) between the provisions of the Agreement and the provisions hereof, the latter shall prevail.
- C. The AGREEMENT dated May 2, 2014 is hereby amended as follows:
 - 1. Page 5, Paragraph 3.B. is amended in accordance to above to read:
 - B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount not to exceed **\$117,500.00 (ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS)** for PROJECT construction and construction engineering inspection services (CEI). The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT’s participation. Travel costs will not be reimbursed.
 - 2. Page 5, Paragraph 3.C. is deleted in its entirety:
 - 3. Exhibit “B” is amended in accordance to above to read:

Exhibit “B”

ESTIMATED SCHEDULE OF FUNDING

Financial Management Number: 435392 1 58 01

By and through this Joint Participation Agreement with the LOCAL GOVERNMENT, the DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT up to, but not to exceed **FM# 435392-1-58-01 \$117,500.00 (ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS)** actual costs incurred on these Projects, excluding LOCAL GOVERNMENT overhead.

ACKNOWLEDGED AND AGREED TO:

LEE COUNTY, FLORIDA

ATTEST:
Clerk of Court
Linda Doggett

Lee County Board of County Commissioners

Date

Brian Hamman, Chair Date

Type or Print Name

Deputy Clerk

Approved as to form for the
reliance of Lee County only:

By:

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

By:

EXECUTIVE SECRETARY (Seal)

DISTRICT SECRETARY OR DESIGNEE
DISTRICT ONE

Print Name Date

Print Name Date

Availability of funds approval:

Fla. Dept. of Trans. Legal Review:

By:

Date

Date

Financial Management No.:435392-1-58-01 Agency: Lee County Contract No: <u>ARDL9</u>	Fund:DDR Function: 215 Contract Amount: \$75,000.00	FLAIR Approp: 088849 FLAIR Obj.: 134011 Org. Code: <u>55014010106</u> Vendor No.: F59-6000-702-083
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JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
LEE COUNTY

This Agreement, made and entered into this 2nd day of May, 2014, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and the **LEE COUNTY**, a political subdivision of the State of Florida, existing under the Laws of Florida, (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

WHEREAS, the Parties have been granted specific Legislative Authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT considered and approved this Agreement during a regularly scheduled Board meeting held on April 16, 2014; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as SR 93 (I-75) from SR 82 to Lockett Road (Six Mile Cypress Slough Preserve North Project), in Fiscal Year 2013/2014, said Project being known as FM #435392-1-58-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project.

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project; and

Item 16

3-4-14

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. TERM

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project by 12/31/2015, in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion, as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. After the Project is complete, the term of this Agreement shall continue in effect and be binding on the parties in perpetuity for maintenance responsibilities of the LOCAL GOVERNMENT.

2. SERVICES AND PERFORMANCES

A. The LOCAL GOVERNMENT shall furnish the services for design, construction and construction engineering inspections services (CEI) of the Project. The Project consist of: design, construction and construction engineering inspection services (CEI) of SR 93 (I-75) from SR 82 to Luckett Road (Six Mile Cypress Slough Preserve North Project), and otherwise, the LOCAL GOVERNMENT shall perform all other necessary work to complete the Project, as specified in Exhibit "A", Scope of Services attached hereto and by this reference made a part hereof. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. The LOCAL GOVERNMENT shall provide the quantifiable, measurable and verifiable units of deliverables as specified in Exhibit "A" and the design plans when approved by the DEPARTMENT. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

C. **The parties hereto acknowledge and agree that the design plans for this Project are not yet complete and are subject to review by the DEPARTMENT. Upon final approval by the DEPARTMENT, this Agreement shall be amended to include said plans in the agreement. The parties further agree that the plans will be incorporated into the terms of this Agreement by reference and that the LOCAL GOVERNMENT hereby approves and delegates to Lee County BOCC Chairman the authority to enter into an amendment of this agreement to**

accomplish said task. No further Board action shall be required to amend this agreement for the sole purpose of incorporating the plans and including construction funding in FY 2013/2014.

D. The LOCAL GOVERNMENT agrees to undertake the design, construction and CEI of the Project in accordance with county standards, Greenbook and all applicable federal, state and local statutes, rules and regulations.

E. E-VERIFY

Vendors/Contractors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract.

Vendors/Contractors shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

F. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for drive-way connection, right of way utilization, storm-water discharge and utilities, and this Agreement is deemed to constitute such permits.

G. The LOCAL GOVERNMENT shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

H. The LOCAL GOVERNMENT understands that they are responsible, for the preparation of all design plans for the Project suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. Design plans shall be provided to the DEPARTMENT'S Project Manager Brent.Setchell@dot.state.fl.us electronically. The DEPARTMENT shall review the plans for conformance to Greenbook requirements and feasibility within forty-five (45) days of delivery by the LOCAL GOVERNMENT. The DEPARTMENT'S review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans; however, all changes requested by the DEPARTMENT shall be made by the Engineer of Record/LOCAL GOVERNMENT with the understanding that final decision rests with the DEPARTMENT. All corrected plans shall be provided to the DEPARTMENT in a timely manner. The LOCAL GOVERNMENT shall provide a copy of the Final Bid documents to the DEPARTMENT. After

approval of the plans and prior to commencing the work described herein, the **LOCAL GOVERNMENT shall receive a Notice to Proceed from the DEPARTMENT'S Project Manager, Brent Setchell or from an appointed designee.** Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.

I. The LOCAL GOVERNMENT shall hire a contractor using the LOCAL GOVERNMENT'S normal bid procedures to perform the construction work for the Project.

J. The LOCAL GOVERNMENT shall hire a qualified CEI firm to perform Verification Testing in accord with the 2010 Standard Specifications for Road and Bridge Construction, and as amended from time to time. The DEPARTMENT shall have the right, but not the obligation, to perform independent testing from time to time during the course of construction of the Project. The CEI firm shall not be the same firm as the Engineer of Record.

K. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18(1), Florida Statutes.

L. The LOCAL GOVERNMENT shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "D".

M. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the LOCAL GOVERNMENT and of details thereof. Coordination shall be maintained by the LOCAL GOVERNMENT with representatives of the DEPARTMENT.

N. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

3. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is \$117,500.00 (ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS). This amount is based on the Schedule of Funding, Exhibit "B" attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount not to exceed **\$75,000.00 (SEVENTY-FIVE THOUSAND DOLLARS AND NO/100)** for PROJECT construction and construction engineering inspection services (CEI). The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT's participation. Travel costs will not be reimbursed.

C. DEPARTMENT PARTICIPATION: There is additional funding programmed in **fiscal year 2014/2015** for PROJECT construction and construction engineering inspection services (CEI) in an amount not to exceed **\$42,500.00 (FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND NO/100)**. The FY 2014/2015 funding shall be incorporated via an amendment into this agreement when funds become available in July, 2014.

i) The LOCAL GOVERNMENT shall submit invoices plus supporting documentation required by the DEPARTMENT for approval and processing. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), F.S.

ii) Invoices must be based on quantifiable, measurable and verifiable units of deliverables as specified in Paragraph 2.A. and in Exhibit "A", Scope of Services. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required minimum level of service to be performed as specified in Paragraph 2.B. was met, and that the criteria for evaluating successful completion as specified in Paragraph 2.N. was met.

iii) Reimbursement for fees or other compensation for services or expenses incurred shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable deliverables as established in Paragraph 2. A. and Exhibit "A", Scope of Services and said request for reimbursement/invoice must be completed and accepted in writing by the Department's Project Manager or designee prior to reimbursement.

iv) The final balance due under this Agreement will be reimbursed upon the completion

of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

v) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

D. The DEPARTMENT shall have the right to retain out of any payment due the LOCAL GOVERNMENT under this Agreement, an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the LOCAL GOVERNMENT on any other Agreement between the LOCAL GOVERNMENT and the DEPARTMENT.

E. The LOCAL GOVERNMENT which is providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice, the DEPARTMENT has twenty (20) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

F. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement, and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with

supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

G. In the event this Agreement is in excess of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one year, the provisions of Section 339.135(6) (a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

H. The DEPARTMENT'S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

I. Audits: The administration of resources awarded by the Department to the LOCAL GOVERNMENT may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the

LOCAL GOVERNMENT agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the recipient is appropriate, the LOCAL GOVERNMENT agrees to comply with any additional instructions provided by the DEPARTMENT staff to the LOCAL GOVERNMENT regarding such audit. The LOCAL GOVERNMENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT'S Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the LOCAL GOVERNMENT expends \$500,000 or more in Federal awards in its fiscal year, the LOCAL GOVERNMENT must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. If applicable, Exhibit "F" to this Agreement indicates Federal resources awarded through the DEPARTMENT by this Agreement. In determining the Federal awards expended in its fiscal year, the LOCAL GOVERNMENT shall consider all sources of Federal awards, including Federal resources received from the DEPARTMENT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the LOCAL GOVERNMENT conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the LOCAL GOVERNMENT shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the LOCAL GOVERNMENT expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the LOCAL GOVERNMENT elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from LOCAL GOVERNMENT resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the LOCAL GOVERNMENT expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the LOCAL GOVERNMENT must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. If applicable, Exhibit "F" to this Agreement indicates state financial assistance awarded through the DEPARTMENT by this Agreement. In determining the state financial assistance expended in its fiscal year, the LOCAL GOVERNMENT shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the LOCAL GOVERNMENT shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the LOCAL GOVERNMENT expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the LOCAL GOVERNMENT elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the LOCAL GOVERNMENT resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The LOCAL GOVERNMENT shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to Project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the following:

A. The DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d) (1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the DEPARTMENT for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the LOCAL GOVERNMENT directly to each of the following:

A. The DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this Agreement shall be submitted by or on behalf of the LOCAL GOVERNMENT directly to:

A. The DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405

5. Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The LOCAL GOVERNMENT shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The LOCAL GOVERNMENT shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO,

or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

4. COMPLIANCE WITH LAWS

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

E. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

5. TERMINATION AND DEFAULT

A. This Agreement may be cancelled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an

assignment is made for the benefit of creditors. This contract may be cancelled by the LOCAL GOVERNMENT upon sixty (60) days written notice to the DEPARTMENT.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

6. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the LOCAL GOVERNMENT.

C. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the

parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. All tracings, plans specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and the LOCAL GOVERNMENT and shall at all times be and remain the property of the DEPARTMENT and the LOCAL GOVERNMENT without restriction or limitation on their use.

F. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public. **However, the COUNTY'S obligation to maintain the PROJECT after completion shall survive the term of this Agreement.**

H. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the

convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

I. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

Florida Department of Transportation	Lee County Parks & Recreation
Brent Setchell, PE	Cathy Olson
Project Manager	Conservation Lands Manager
801 North Broadway	3410 Palm Beach Blvd.
Bartow, FL 33831	Fort Myers, FL 33916

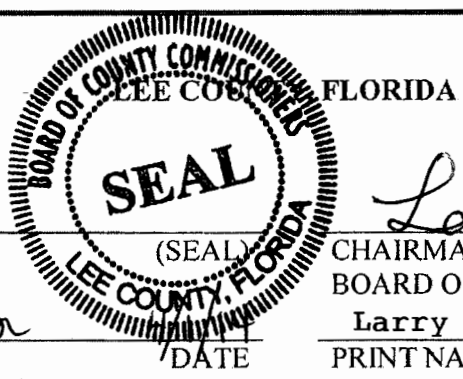
IN WITNESS WHEREOF, LEE COUNTY has caused this Agreement to be executed in its behalf, by the Chairman or its Designee, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized Designee: This Agreement shall become effective on:

5/2/14
Department to enter date

ATTEST;

Linda Doggett
CLERK

Marcia Wilson
Deputy Clerk



FLORIDA
Larry Kiker
CHAIRMAN OR DESIGNEE
BOARD OF COUNTY COMMISSIONERS
Larry Kiker 4/1/14
PRINT NAME DATE

LEE COUNTY LEGAL REVIEW:
BY: [Signature]
DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

Geraldine McCants
EXECUTIVE SECRETARY (SEAL)

Geraldine McCants 5/2/14
PRINT NAME DATE

AVAILABILITY OF FUNDS APPROVAL:

4/24/14
DATE

BY: Chris Smith
DISTRICT SECRETARY OR DESIGNEE
DISTRICT ONE

Chris Smith 5/2/14
PRINT NAME DATE

FLA. DEPT. OF TRANS. LEGAL
REVIEW:

BY: Arthur J. Davis 5-1-14
DATE

EXHIBIT "A"

SCOPE OF SERVICES

Financial Management Number: 435392-1-58-01

**SR 93 (I-75) from SR 82 to Lockett Road
(Six Mile Cypress Slough Preserve North)**

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the Lee County Conservation 2020 Program in connection with the design and construction of the Six Mile Cypress Slough Preserve North Project, a Lee County Conservation 20/20 parcel. The intent of the project is to improve the hydrology and provide additional storage capacity within the headwaters of the Six Mile Cypress Slough. The additional storage capacity will allow the Florida Department of Transportation's (FDOT) proposed stormwater management pond located northeast of I-75 and SR 82 interchange to discharge a maximum of 124.85 cfs for the 25-year, 72-hour storm event into the adjacent Six Mile Cypress Slough Preserve North Project. FDOT's pond is designed and permitted by SFWMD (36-03802-P, App No 110131-8) for the widening of I-75 to the ultimate 12-lane configuration.

The general objective is for the Conservation 2020 Program staff to provide contract administration, management services, construction engineering inspection services and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the associated improvements. The services performed shall be in accordance with the Greenbook and all applicable federal, state and local statutes, rules and regulations including applicable County manuals, guidelines and specifications.

Specifically and non inclusive, the following are included in the Scope of Services:

- Improving the hydrological conditions and storage capacity of the headwaters of the Six Mile Cypress Preserve to mimic the historical conditions, improve water quality and reduce discharge to the Orange River and Caloosahatchee River.
- Constructing berms and control structures.
- Providing drainage calculations and modeling demonstrating no adverse impacts upstream or downstream and to obtain a SFWMD and US Army Corps of Engineers permits reflecting that a discharge rate of up to 124.85 cfs from FDOT's I-75 pond for the 25-year, 72-hour storm event.

- Provide for the preparation of the Contract Plans Package. This work effort includes drainage design and analysis needed to prepare a complete set of Construction Plans, Traffic Control Plans, Environmental Permits and other necessary documents.
- Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. Where unavoidable, disposition of the utility conflicts should be coordinated, including any utility design and utility relocation of impacted utility facilities.
- A Professional Engineer, registered in the State of Florida, in responsible charge of the project's design shall professionally endorse (sign, seal and certify) the record plans, the special provisions and all reference and support documents.
- Obtain topographic survey sufficient to provide proposed design. Survey products and services shall comply with pertinent Florida Statutes and the Florida Administrative Code. A Final Topographic Survey Map, signed and sealed by a Professional Surveyor and Mapper, registered in the State of Florida, will be provided.
- Identify and obtain any geotechnical investigation, analysis, and design dictated by the project needs. If required, a signed and sealed Final Geotechnical Report, prepared by a Professional Engineer, registered in the State of Florida will be provided.
- Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.
- Provide Construction Engineering and Inspection (CEI) and Quality Assurance Engineering.
- Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.
- Provide as-built "Record Drawings" professionally endorsed by a Professional Engineer, registered in the State of Florida, following completion of the construction.

EXHIBIT "B"

ESTIMATED SCHEDULE OF FUNDING

Financial Management Number: 435392 1 58 01

By and through this Joint Participation Agreement with the LOCAL GOVERNMENT, the DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT up to, but not to exceed \$75,000.00 (**SEVENTY FIVE THOUSAND DOLLARS AND NO/100**) actual costs incurred on these Projects, excluding LOCAL GOVERNMENT overhead.

EXHIBIT "C"

ESTIMATED PROJECT PRODUCTION SCHEDULE

Financial Management Number: 435392 1 58 01

Construction services to begin on or before _____

Construction services to be completed by 12/31/2015

EXHIBIT "D"

TERMS & CONDITIONS OF CONSTRUCTION

1. The LOCAL GOVERNMENT is authorized, subject to the conditions set forth herein, to perform all activities necessary for the construction of the Project (as described more fully in Exhibit "A"). The Project shall be constructed in accordance with construction plans and specifications to be approved by the DEPARTMENT and consistent with the requirements of the DEPARTMENT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, 2010, and as amended from time to time) changes to the plans be required during construction of the Project, the LOCAL GOVERNMENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The LOCAL GOVERNMENT shall be responsible to maintain the area of the Project at all times during construction of the Project. All payment and performance bonds shall name the DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said Project shall be in favor of the DEPARTMENT. The LOCAL GOVERNMENT shall assure that the Engineer of Record performs all necessary post-design services that may be required.

2. The LOCAL GOVERNMENT shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The LOCAL GOVERNMENT shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT and the LOCAL GOVERNMENT shall assure that utility work schedules are obtained for the Project.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The LOCAL GOVERNMENT is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the LOCAL GOVERNMENT will comply with all terms and conditions of such permit in construction of the subject facilities.

4. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or LOCAL GOVERNMENT right-of-way nor the placing of facilities upon DEPARTMENT and/or LOCAL GOVERNMENT land shall operate to create or vest any property right in the LOCAL GOVERNMENT and/or the DEPARTMENT except as otherwise provided in separate agreements.

6. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT review of LOCAL GOVERNMENT activities pursuant to this Agreement. The LOCAL GOVERNMENT shall provide a current construction schedule to the DEPARTMENT'S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

7. The LOCAL GOVERNMENT shall hire a contractor using the LOCAL GOVERNMENT'S normal bid procedures to perform the construction work for the Project.

8. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18, Florida Statutes.

9. The LOCAL GOVERNMENT shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the LOCAL GOVERNMENT shall immediately make any necessary changes and notify the DEPARTMENT and the Engineer of Record after the modifications.

10. The DEPARTMENT may request and shall be granted a conference with the LOCAL GOVERNMENT and at the LOCAL GOVERNMENT'S option, the LOCAL GOVERNMENT'S CEI firm, to discuss any part of the Project activities that the DEPARTMENT determines to be inconsistent with the approved design plans and specifications. The LOCAL GOVERNMENT will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

11. The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Project so that the safe and efficient movement of the traveling public is maintained. The LOCAL GOVERNMENT is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Project area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S 2010 Standard Specifications for Road and Bridge construction and the DEPARTMENT'S 2010 Roadway and Traffic Design Standards, and as those sources may be amended from time to time. The LOCAL GOVERNMENT may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the Project.

12. Prior to the Project bidding, the LOCAL GOVERNMENT shall provide a project schedule that includes, at a minimum, the date the Project will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference.

13. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the LOCAL GOVERNMENT. Any additional right or privilege required to undertake and to complete construction of the Project shall be secured by the LOCAL GOVERNMENT.

14. Upon completion of the work in accord with the Plans, the LOCAL GOVERNMENT shall furnish a set of "as-built" plans certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, 2010 edition as amended, or otherwise conform to or meet generally accepted professional practices. Additionally, the LOCAL GOVERNMENT shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents, then the Project shall be deemed accepted by the DEPARTMENT.

15. In the event contaminated soil is encountered by the LOCAL GOVERNMENT or anyone within the DEPARTMENT right of way, the LOCAL GOVERNMENT shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the LOCAL GOVERNMENT of any required action related thereto.

16. It is acknowledged by the parties that construction plans and specifications are still being prepared by the LOCAL GOVERNMENT as of the date of this Agreement. Construction of the Project will not commence until the DEPARTMENT has approved the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by the DEPARTMENT's Right of Way Manager.

17. If applicable, the LOCAL GOVERNMENT shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

EXHIBIT "E"

NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT
Between
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
And
LEE COUNTY

PROJECT DESCRIPTION: Six Mile Cypress Preserve North Project to improve the hydrology and provide additional storage capacity within the headwaters of the Six Mile Cypress Slough.

FINANCIAL MANAGEMENT ID# 435392 1 58 01

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the LOCAL GOVERNMENT shall furnish the DEPARTMENT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT "F"

Financial Management Number: 435392 1 58 01

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) -
\$ (*amount*)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. *Etc.*

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) -
\$ (*amount*)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project (*list State awarding agency, Catalog of State Financial Assistance title and number*) -
\$ (*amount*)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

05-08-19 01:48:50

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Capital Imprv-Envir. Sensitive Land DATE: 04/21/15 BATCH NO. _____

FISCAL YEAR: FY14-15 FUND #: 30105 DOC TYPE: YB LEDGER TYPE BA

Parks & Recreation Parks and Rec Operations
(DIVISION NAME) (PROGRAM NAME)

<u>ACCOUNT NUMBER</u>	<u>OBJECT NAME</u>	<u>DEBIT</u>
KH5722030105.503190.417	Other Professional Services	\$42,500

TOTAL TO: **\$42,500**

Non-Departmental Reserves
(DIVISION NAME) (PROGRAM NAME)

<u>ACCOUNT NUMBER</u>	<u>OBJECT NAME</u>	<u>CREDIT</u>
GC5890130105.509940	Reserves	\$42,500

TOTAL FROM: **\$42,500**

EXPLANATION:

Match for FDOT Joint Participation Agreement Six Mile Cypress Slough North.

**BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA**

Chair

BA NO: _____ AUTH CODE: _____ TRANS DATE: _____

Blue Sheet No. 20150145	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 18
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TITLE:
Approve First Amendment to SIB Loan Agreement with Florida DOT for new Lee County Transit Facility. (#20150145-TRANSIT)

ACTION REQUESTED:

A. Approve First Amendment to the State Infrastructure Bank Loan Agreement, with the State of Florida, Department of Transportation, for Lee County Transit Facility Project. The amendment reduces the loan principal from \$9,000,000 to \$3,277,111, interest from \$846,515 to \$137,157 and reduces the loan repayment schedule from seven (7) to three (3) years.

B. Authorize the Chair, on behalf of the Board, to execute the First Amendment.

C. Approve Budget Amendment and Transfer of Funds Request in the amount of \$1,406,645.

FUNDING:

\$1,406,645 principal and interest anticipated and due October 1, 2015. Remaining principal and interest will be budgeted and paid in FY15-16 (\$1,406,645) and FY16-17 (\$600,978.19).

Fund: Transit SIB Loan - Debt Service

GE5440148660.507110 Principal and GE5919048660.507210 Interest

WHAT ACTION ACCOMPLISHES:

First Amendment to the State Infrastructure Bank (SIB) Loan Agreement acquired for the Lee County Transit Facility reduces the principal amount from \$9,000,000 to \$3,277,111 interest from \$846,515 to \$137,157 and reduces the loan repayment schedule from seven (7) to three (3) years. Total loan repayment including interest is \$3,414,268.19. Repayment schedule is for three years and begins October 1, 2015. LeeTran was able to use Federal Transit Administration (FTA) 5307 grant funds for this project reducing the amount of financing needed. The SIB loan payments will be 100% reimbursed from the 5307 grant funds.

MANAGEMENT RECOMMENDATION:

Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input checked="" type="checkbox"/> Other	Commissioner: All Department: TRANSIT Division: No Divisions By: Steve Myers

Background:
On June 19, 2012, the Board approved a State Infrastructure Bank Loan (SIB) in the amount of \$9,000,000 from the Florida Department of Transportation to assist in financing the new Transit Facility. LeeTran was able to use 5307 FTA Grant funds for this project, thus reducing the amount of financing needed. The facility is complete and no additional disbursements from the SIB Loan are required. The First Amendment to the SIB Loan Agreement recalculates the terms of the loan, reducing the principal

Required Review:					
Steve Myers	Mark A. Trank	Anne Henkel	Lori Borman	Peter Winton	David Harner
TRANSIT	County Attorney	Budget Analyst	Budget Analyst	Budget Services	County Manager

amount from \$9,000,000 to \$3,277,111, and reduces the interest from \$846,515 to \$137,157, and reduces the loan repayment schedule from seven (7) to three (3) years. The repayment schedule is for three years and begins on October 1, 2015.

Oct 1 2015	Principal \$1,320,405.80	Interest \$86,239.20	Total Payment \$1,406,645.00
Oct 1 2016	Principal \$1,367,510.90	Interest \$39,134.10	Total Payment \$1,406,645.00
Oct 1 2017	Principal \$ 589,194.30	Interest \$11,783.89	Total Payment \$ 600,978.19
Total	\$3,277,111	\$137,157.19	\$3,414,268.19

The SIB Loan payments will be 100% reimbursed from the Federal Transit Administration (FTA) USC 5307 Funds.

Attachments

1. SIB Loan Amendment Agreement
2. Loan Repayment Schedule
3. Request for Transfer of Funds
4. Budget Amendment Resolution

**FIRST AMENDMENT TO
STATE INFRASTRUCTURE BANK LOAN AGREEMENT
BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION AND LEE COUNTY**

THIS FIRST AMENDMENT TO STATE INFRASTRUCTURE BANK LOAN AGREEMENT (“Amendment”) is between the State of Florida, Department of Transportation, an agency of the State of Florida (“Department”), and Lee County, a subdivision of the State of Florida (“Agency”), and is effective as of the date last signed.

RECITALS

A. The Department and the Agency entered into a State Infrastructure Bank Loan Agreement effective July 10, 2012 (“Original Agreement”) under which the Department agreed to loan the Agency the maximum amount of Nine Million and 00/100 Dollars (\$9,000,000.00) for the state capital outlay project described in the Original Agreement, consisting of the construction of an administration, operations and maintenance facility to consolidate transit operations at 3251 Evans Avenue, Fort Myers, Lee County, Florida (the “Project”).

B. The Agency has completed the Project and the total amount of the Loan expended by the Agency for the Project is Three Million Two Hundred Seventy Seven Thousand One Hundred Eleven and 00/100 Dollars (\$3,277,111.00).

C. Pursuant to Paragraph 7.03 of the Original Agreement, this Amendment is being entered into to reflect the final Project costs and the total amount of the Loan.

AGREEMENT

The parties agree the terms of the Original Agreement are amended as follows:

1. Section 1.01(7) is deleted in its entirety and restated as follows:

““Loan” means the loan made to the Agency pursuant to this Agreement in the initial principal amount of Three Million Two Hundred Seventy Seven Thousand One Hundred Eleven and 00/100 Dollars (\$3,277,111.00).”

2. The Loan has been fully disbursed to the Agency. No further disbursements may be requested by the Agency.

- 3. Exhibit B is deleted in its entirety and replaced with Exhibit B attached hereto.
- 4. This Amendment may be executed in counterparts.
- 5. Other than as expressly stated in this Amendment, the terms and conditions of the Original Agreement remain in full force and effect.

The parties have executed this Amendment on the date(s) below:

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of

_____, 2015.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____

Deputy Clerk

Chair / Vice-Chair

Approved as to form by:

Mark A. Trank

Assistant County Attorney
County Attorney's Office

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Jim Boxold, Secretary

Date: _____

Legal Review: _____

EXHIBIT B

Loan Payment Schedule

Lee County Transit LeeTran Facility Project									
Fiscal Year	Date	Beginning Balance	Estimated/Actual Disbursement	Interest Accrued at 2.00%	Balance Including Interest	Repayment to Principal	Repayment to Interest	Total Repayment	Ending Balance
2013/14	6/10/2014	\$0.00	\$3,277,111.00	\$0.00	\$3,277,111.00	\$0.00	\$0.00	\$0.00	\$3,277,111.00
2014/15	10/1/2014	\$3,277,111.00	\$0.00	\$20,291.15	\$3,297,402.15	\$0.00	\$0.00	\$0.00	\$3,297,402.15
2015/16	10/1/2015	\$3,297,402.15	\$0.00	\$65,948.04	\$3,363,350.20	\$1,320,405.80	\$86,239.20	\$1,406,645.00	\$1,956,705.20
2016/17	10/1/2016	\$1,956,705.20	\$0.00	\$39,134.10	\$1,995,839.30	\$1,367,510.90	\$39,134.10	\$1,406,645.00	\$589,194.30
2017/18	10/1/2017	\$589,194.30	\$0.00	\$11,783.89	\$600,978.19	\$589,194.30	\$11,783.89	\$600,978.19	\$0.00
			\$3,277,111.00	\$137,157.19			\$3,277,111.00	\$137,157.19	\$3,414,268.19

Interest begins accruing with the first disbursement and will accrue and compound annually each October 1 thereafter, until loan is completely repaid.

These calculations assume the following disbursement dates:

FY 2013/14	\$3,277,111.00
Total Loan Amount	\$3,277,111.00
Total Interest	\$137,157.19
Total Repayments	\$3,414,268.19

Remit Payment to:

Mailing Address:

Florida Department of Transportation
Office of the Comptroller
605 Suwannee Street, MS #42
Tallahassee, FL 32399-0450

Note on Payment for "FDOT SIB Loan - 431904-1"

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Transit-Capital Grant DATE: 04/07/15 BATCH NO. _____

FISCAL YEAR: FY14-15 FUND #: 48640 DOC TYPE: YB LEDGER TYPE BA

TO: Non-Department Transfers
(DIVISION NAME) (PROGRAM NAME)

<u>ACCOUNT NUMBER</u>	<u>OBJECT NAME</u>	<u>DEBIT</u>
GC5810148640.509190.T48660	Subfund Transfer to 48660	\$1,406,645

TOTAL TO: \$1,406,645

FROM: Non-Department Reserves
(DIVISION NAME) (PROGRAM NAME)

<u>ACCOUNT NUMBER</u>	<u>OBJECT NAME</u>	<u>CREDIT</u>
GC5890148640.509910	Reserves	\$1,406,645

TOTAL FROM: \$1,406,645

EXPLANATION:

Transfer funds from Reserves SIB Loan repayment

**BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA**

Chair

BA NO: _____ AUTH CODE: _____ TRANS DATE: _____

RESOLUTION #

Amending the Budget of Transit SIB Loan -Debt Service Fund 48660 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2014-2015.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Transit SIB Loan -Debt Service Fund 48660 budget for \$1,406,645 of the unanticipated revenue from the Transit Capital Grant Fund and an appropriation of a like amount for principal and interest;

WHEREAS, the Transit SIB Loan -Debt Service Fund 48660 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES		
Prior Total:		\$0
Additions		
GC5810148660.381900.948640	Transfer from 48640	1,406,645
Amended Total Estimated Revenues		\$1,406,645

APPROPRIATIONS		
Prior Total:		\$0
Additions		
GE5440148660.507110	Principal	1,320,406
GE5919048660.507210	Interest	86,239
Amended Total Appropriations		\$1,406,645

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Transit SIB Loan -Debt Service Fund 48660 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2015.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIR

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

OFFICE OF COUNTY ATTORNEY

Blue Sheet No. 20150174	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 19
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TITLE:
Approve PB150151 for the purchase of an Altec Bucket Truck, \$184,340.00.

ACTION REQUESTED:
Approve award of project No. PB150151, the purchase of one Altec Bucket Truck at a price of \$184,340.00.00 via a piggyback of the competitively bid pricing of the National Joint Powers Alliance (NJPA) contract from Altec Industries, Inc. for DOT Traffic.

FUNDING:
\$184,340.00; Vehicle Replacement Fund; Included in Budget

Funds are available from the sale of surplus DOT equipment.

Fund – Vehicle and Equipment Maintenance/Vehicle Replacement; Program – Fleet Management;
Project – Vehicle and Rolling Stock
JB5191059401.506430.337

WHAT ACTION ACCOMPLISHES:
Approves the purchase of one Altec Bucket Truck Model TA50 for use by the Traffic Division of DOT from Altec Industries, Inc. Total price, \$184,340.00.

MANAGEMENT RECOMMENDATION:
Approve.

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-1 <input type="checkbox"/> Other	Commissioner: Department: TRANSPORTATION Division: Operations By: David Loveland

Background:

On February 5, 2015 the Division of Procurement received a request from Fleet Management on behalf of DOT to obtain Board approval for the purchase of one Altec Bucket Truck Model TA50 at a price of \$184,340.00 from Altec Industries, Inc. This price is based on the competitively bid pricing of the National Joint Powers Alliance (NJPA) contract.

The primary use for this equipment is to perform traffic signal maintenance and provide emergency signal repairs. This equipment is also used to access electrical and structural components on bridges, streetlights, and overhead sign assemblies. Lee County DOT maintains over 418 signalized intersections. Each intersection can have as many as 20 green, yellow, red overhead signal head assemblies, and can

Required Review:					
David Loveland	Corris L. McIntosh Jr.	Anne Henkel	Peter Winton	Doug Meurer	
TRANSPORTATION	County Attorney	Budget Analyst	Budget Services	Public Works Director	


take as long as week to perform a scheduled maintenance. The industry standard and reimbursement agreements with FDOT require yearly maintenance on all traffic signals. Lee County DOT operates eight bucket trucks to perform this work, and these vehicles are operational at all times.

The purchase of this bucket truck will replace a 2001 truck. To date DOT has spent over \$68,000 in maintenance to keep this truck operational. Currently this truck is not reliable and with the sale of surplus equipment providing funds the replacement of this vehicle is the top priority for the DOT Traffic Signal section.

1. Request Memo from Fleet Management
2. Quote from Altec Industries, Inc.
3. National Joint Powers Alliance Contract Pricing



DIVISION OF
FLEET MANAGEMENT

To: Bob Franceschini, Purchasing Director
From: Marilyn L. Rawlings, Fleet Manager 
Cc: Patrick Lewis, Brad Wright
Date: February 5, 2015
Re: Altec Bucket Truck

Please prepare a Blue Sheet for the purchase of one (1) replacement Altec bucket truck for the Department of Transportation, Traffic Division.

ACTION REQUESTED:

Approve the National Joint Powers Alliance Contract (# 031014-ALT) purchase of one (1) Freightliner bucket truck from Altec Industries, Inc. for a total of \$184,340 for the Department of Transportation, Traffic Division. Funds are available in this year's the Vehicle Replacement Fund budget.

WHY ACTION IS NECESSARY:

Board approval is required, as this expenditure will exceed \$100,000.

WHAT ACTION ACCOMPLISHES:

This purchase will provide the Department of Transportation with one new reliable bucket truck that will be used for traffic signal preventive maintenance and repairs throughout Lee County.

MANAGEMENT RECOMMENDATIONS:

Approve this request to give the department one new bucket truck.
Funds are available in account string #: JB5191059401.506430 = Vehicle Replacement Fund

BACKGROUND:

Lee County Fleet Management received a request from DOT/Traffic to surplus one bucket truck and purchase one new, more efficient bucket truck. This contract expires 4/10/2018.

DOT will provide additional written justification for replacement at a later date.
(See attached)



Opportunity Number: 53488
 Quotation Number: 267606V3
 NJPA Contract #: 31014
 Date: 1/26/2015

Quoted for: Lee Co Department of Transportation
 Customer Contact: Dfrain Cruz
 Phone: 239-533-9541 Email: eacruz@leegov.com
 Quoted by: Amber Albano / Riley Browne
 Phone: 816-901-4749 / 540-520-3643 Email: amber.albano@altec.com / riley.browne@altec.com
 Altec Account Manager: Jenny Carlson

REFERENCE ALTEC MODEL		
TA50	Articulating Telescopic Aerial Device with Material Handling (Insulated)	\$167,280
Per NJPA Specifications plus Options below		

(A.) NJPA OPTIONS ON CONTRACT (Unit)

1		
2		
3		
4		
5		

(A1.) NJPA OPTIONS ON CONTRACT (General)

1	PMA	AERIAL DEVICE PM - Annual Preventative Maintenance Inspection - Inspection Includes Materials, Filters, Lubrication, Supplies, EDF Where Applicable, Dielectric Test of Fiberglass Boom, ISO Grip Controller Test, Liner Dry Test, and Travel To and From Location. (Price for FIVE Years) Additional	\$6,224
2	spot4	SIX (6) POINT STROBE SYSTEM (Recessed, LED)	\$664
3			
4			
5			
6			
7			
8			

NJPA OPTIONS TOTAL: \$174,168

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	Extended Warranty, Coverage for Travel, Labor, Material, Expense 5 Years	\$5,445
2	UNIT	Additional 6 Month Preventative Maintenance Inspection, Annual Preventative Maintenance Inspection - Inspection Includes Materials, Filters, Lubrication, Supplies, EDF Where Applicable, Dielectric Test of Fiberglass Boom, ISO Grip Controller Test, Liner Dry Test, and Travel To and From Location.	\$1,996
3	UNIT	Paint Boom Orange	\$1,000
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	Use 2016 Freightliner M2-106 Chassis. In Lieu of International Chassis	-\$537
8	CHASSIS		

OPEN MARKET OPTIONS TOTAL: \$7,304

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$181,472

Delivery to Customer: \$2,868

TOTAL FOR UNIT/BODY/CHASSIS: \$184,340

(C.) ADDITIONAL ITEMS (items are not included in total above)

1		
2		
3		

Pricing valid for 45 days

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer. (Parts only warranty on mounted equipment for overseas customers)

TO ORDER: To order, please contact the Altec Inside Sales Representative listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 90-120 days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

BUILD LOCATION: St. Joseph, MO

Home > National Cooperative Contract Solutions > Contracts - Fleet > Public Utility & Airport Equipment



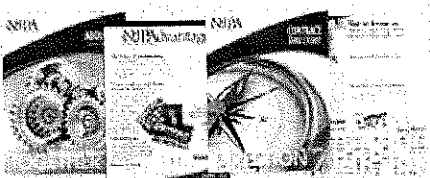
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Altec Industries, Inc.



Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE

Our step-by-step guide



Vendor Contact Info

Elana Martinez
Direct Phone: 205-995-4862
elana.martinez@altec.com
www.altec.com

Cullen Bull
Direct Phone: 205-222-0137
cullen.bull@altec.com
www.altec.com

Contract#: 031014-ALT

Category: Public Utility & Airport Equipment

Description: Aerial Lifts, Cranes & Chippers

Maturity Date: 04/10/2018

Altec Industries, Inc. is the world's leading manufacturer of aerial lifts, digger derricks and specialty equipment for the electric utility, telecommunications, tree care and light and sign maintenance industries. Altec has manufacturing, sales and service facilities located throughout North America and sells and services equipment in over 120 countries. In addition to sales and service, Altec offers operator training, and a host of auxiliary services that include used and rental equipment, and equipment financing.

[Altec Green Fleet](#)

[Altec Products](#)

[Introduction Video](#)

NPA Vendor Interest Contract Selection Form (Read-Only) - Microsoft Excel

Home Insert Page Layout Formulas Data Review View SIRE

Clipboard Font Paragraph Alignment Number Styles

Calibri 11 A A Wrap Text General Conditional Formatting Cell Styles Insert Delete Format Sort & Filter Select Editing

B177 Felling Trailers, Inc.

A	B	C	D	E
167	102811-NAF	National Auto Fleet Group	Ambulance and Police Vehicles	
168	011714-FMN	Rosenbauer	Fire Fighting Apparatus	
169	011714-SFA	Smeal Fire Apparatus	Fire Fighting Apparatus	
170	PUBLIC UTILITY & AIRPORT EQUIPMENT			
171	031014-ALT	Altec Industries, Inc.	Aerial Lifts, Cranes & Chippers	
172	022014-AMI	Cues, Inc. (Atlantic Machinery)	Pipeline Inspection Equipment	
173	031014-CMW	Ditch Witch	Underground Construction Equipment	
174	031710-FSC	Elain Sweeper Company (Federal Signal)	Street Sweepers	
175	013012-FPI	Ennis Paint, Inc.	Airfield Marking Paint	
176	022014-EVS	Envirosight	Public Utility Pipeline Inspection Equipment	
177	031014-FIS	Felling Trailers, Inc.	Equipment Trailers	
178	052412-FOL	Flex-O-Lite	Airport Glass Beads	
179	091710-GIL	Genie Industries, Inc.	Material & Personnel Aerial Lifts	
180	022014-HVC	Hi-Vac Corporation	Sewer Vacuum Trucks	
181	060311-MTO	Multiquip	Portable Generators, Light to Medium Construction Equipment	
182	031014-NGS	Northrop Grumman	Meter Reading Equipment	
183	102811-OKC	Oshkosh Corporation	Airport Snow Removal & Rescue Equipment	
184	031014-HMC	Pac-Mac	Knuckle-Boom & Rear Loaders	
185	022014-RVL	RapidView, LLC	Pipeline and Manhole Inspection Systems	
186	022014-AMI	Schwarze Industries (Atlantic Machinery)	Street Sweepers	
187	022014-SCA	Sewer Equipment Company of America	Sewer Cleaning and Hydro Excavating Equipment	
188	022014-SP	Super Products LLC	Sewer Cleaning and Hydro Excavating Equipment	
189	031710-GH	Terex	Aerial Lift Equipment	
190	022014-GRD	Vacall	Sewer Vacuum Street Sweepers Hydro-Excavators	
191	022014-AMI	Vac-Con (Atlantic Machinery)	Sewer, Catch Basin Cleaners & Hydro-Excavators	
192	031710-FSC	Vector Manufacturing (Federal Signal Corp.)	Sewer & Catch Basin Cleaners & Hydro-Excavators	
193	020313-VRM	Vermeer Corporation	Trenchers, Directional Drills and Vacuum Excavators	
194	ROADWAY MAINTENANCE, ASPHALT, SNOW & ICE			
195	080114-ACS	Accu Steel Inc.	Snow/Ice Removal Equipment & Accessories	
196	031014-AMI	Cues, Inc. (Atlantic Machinery)	AccuPrime Automated Price Marking System	

14 of 49 Sheets

Ready 9:45 AM 1/27/2015



January 27, 2015
Our 86th Year

Quote Prepared For: Lee County DOT
Altec Quotation Number: 267606-3
Account Manager: Jenny Carlson
Technical Sales & Support: Amber C Albano / Riley Browne

	<u>Description</u>	<u>Qty</u>
	<u>Unit</u>	
1.	Altec Model TA50 Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and a proportional joystick upper control and toggle switches. Built in accordance to ALTEC's standard specifications and to include the following features:	1
2.	Automatic Upper Boom Stow Securing System with support cradle.	1
3.	290 Pedestal, 48 (1219 mm) inches, Behind Cab Mount	1
4.	220 Single Two-Man Platform with hydraulically articulating jib (Altec ARM Jib) - Platform end mounted, rotates 180 degrees around boom tip. Platform has a capacity of 600lbs without liner. Material handling system comes with 80ft of 0.50 inch polyester double braid rope, a metal thimble in the working end and jib rated at a maximum capacity of 1,000 lbs	1
5.	Soft Platform Cover For Two Man Platform (24x48)	1
6.	259 Polyethylene platform liner for two man platform, 50 kV rating (minimum)	1
7.	Tool Circuit At Boom Tip, Dual Hydraulic (TA End Mount)	1
8.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1
9.	248 - A Frame Outrigger with pivot shoe installed behind the cab, provides 139.5" maximum spread. Includes motion alarm and outrigger interlocks which will not allow the unit to be operated until the outriggers have been deployed.	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
10.	Outrigger, A-Frame with Swivel-Shoe - 135.6 inch maximum spread pin to pin	1
11.	No Auxilary Outriggers	1
12.	Electric Over Hydraulic Outrigger Control Valve	1
13.	Altec Aerial Device Powder Painted White	1
<u>Unit and Hydraulic Acc.</u>		
14.	TA Series Subbase	1
15.	Standard 1" Space between Subbase and frame for hose routing and ease of maintenance.	1
16.	Reservoir, 25 Gallon, Sloped, Mounted in Cargo Area	1
17.	HVI-22 Hydraulic Oil (Standard).	30
18.	Standard Pump For PTO	1
19.	Hot shift PTO for automatic transmission	1
20.	Muncie PTO (Altec Standard)	1
21.	Standard PTO/Transmission Functionality for Automatic Transmissions - If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. If chassis is already in neutral with PTO engaged and operator tries to shift into gear, PTO will disengage and transmission will shift into gear.	1
22.	Hook, Material Handling, 1-Ton With Latch, Installed On End Of Aerial Winch Line	1
<u>Body</u>		
23.	160 inch Universal Aerial Body, suitable for installing on any 4x2 chassis with an appropriate CA dimension of 108 inches, built in accordance with the following specifications:	1
	A. Basic body fabricated from A40 grade 100% zinc alloy steel.	
	B. All doors are full, double paneled, self-sealed with built-in drainage for maximum weather-tightness. Stainless steel hinge rods extend full length of door.	
	C. All doors are to contain stainless steel flush type, single point, two-stage rotary paddle latches with recessed handles, including keyed locks and strikers. door latches are bolted to the outer door panel.	
	D. Heavy-gauge welded steel frame construction with structural channel crossmembers and tread plate floor.	
	E. All edges are either rolled or folded for strength and safety.	
	F. Integrated door header drip rail at top for maximum weather protection.	
	G. Fender panels are either roll formed or have neoprene fenderettes mechanically fastened.	
	H. Steel treated for improved primer bond and rust resistance.	
	I. Automotive underseal applied to entire underside of body.	
	J. White primer applied to complete interior and exterior of body.	
	K. Automotive type non-porous door seals mechanically fastened to the door facing.	
	L. 160 inch overall body length.	
	M. 94 inch overall body width.	
	N. 46 inch overall body height.	
	O. 18 inch body compartment depth.	

<u>Item</u>	<u>Description</u>	<u>Qty</u>
P.	Body finish paint color - Altec White.	
Q.	Finish paint body at body manufacturer.	
R.	2 inch x 6 inch drop-in wood cargo retaining board at rear of body.	
S.	2 inch x 6 inch drop-in wood cargo retaining board at side access step.	
T.	Gas shock type rigid door holders for vertical doors.	
U.	Standard master body locking system.	
V.	One (1) wheel chock holder installed in fender panel on each side of body.	
W.	Hotstick shelf extending the full length of body on streetside.	
X.	Two (2) hotstick brackets installed on streetside.	
Y.	Standard size side-hinged hotstick door installed on streetside.	
Z.	1st vertical streetside (LH) - Six (6) locking swivel hooks on adjustable rails. 2-2-2 configuration.	
AA.	2nd vertical streetside (LH) - Six (6) locking swivel hooks on adjustable rails. 2-2-2 configuration.	
AB.	3rd vertical streetside (LH) - Six (6) locking swivel hooks on adjustable rails. 2-2-2 configuration.	
AC.	1st horizontal streetside (LH) - One (1) adjustable shelf with removable dividers on 4 inch centers.	
AD.	Rear vertical streetside (LH) - Two (2) adjustable shelves with removable dividers on 4 inch centers.	
AE.	1st vertical curbside (RH) - Two (2) adjustable shelves with removable dividers on 4 inch centers.	
AF.	2nd vertical curbside (RH) - Gripstrut access steps with two (2) sloped grab handles.	
AG.	3rd vertical curbside (RH) - Six (6) locking swivel hooks on adjustable rails. 2-2-2 configuration.	
AH.	1st horizontal curbside (RH) - Two (2) adjustable shelves with removable dividers on 4 inch centers.	
AI.	Rear vertical curbside (RH) - Six (6) locking swivel hooks on adjustable rails. 2-2-2 configuration.	
AJ.	Curbside compartment top access step installed in the cargo area behind side access step.	
AK.	29 inch long x 94 inch wide steel tailshelf, with 3 inch high retainer rail around sides and rear, two (2) U-shaped grab handles, installed at rear of body.	

Body and Chassis Accessories

24.	29" L Steel Tailshelf, Width To Match Body	1
25.	3" Fixed Retaining Rail On Sides And Rear With Corner Wash-Out	1
26.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1
27.	Platform Access Step From Body Floor	1
28.	ICC (Underride Protection) Bumper Installed At Rear	1
29.	Dock Bumpers (Pair), Fixed Mounting (Rectangular Bumper), Installed At Rear	1
30.	T-125 Style Pintle Hitch (30,000 LB MGTW with 6,000 LB MVL)	1
31.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1
32.	Glad Hands At Rear, Straight Type	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
33.	Platform Rest, Rigid with Rubber Tube	1
34.	Boom Rest for a Telescopic Unit	1
35.	Wood Outrigger Pad, 24" x 24" x 2.5", with Rope Handle	2
36.	Outrigger Pad Holder, 25" L x 25" W x 5" H, Fits 24.5" x 24.5" x 4" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2
37.	Pendulum Retainers For Outrigger Pad Holders	2
38.	Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair)	1
39.	Mud Flaps With Altec Logo (Pair)	1
40.	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	2
41.	5 LB Fire Extinguisher With Light Duty Bracket, Installed	1
42.	Triangular Reflector Kit, Installed	1
43.	TA50 Front Bumper, Fabricated with Counterweight for Stability	1
44.	Slope Indicator Assembly For Machine With Outriggers	1
45.	Vinyl manual pouch for storage of all operator and parts manuals	1
<u>Electrical Accessories</u>		
46.	Altec Standard Multi-Point Grounding System	6
47.	Copper U Shaped Grounding Lug (Threaded)	2
<p><u>Sales Text: install front and rear CS frame rail</u> Last Updated By: Landon W Hochenauer on 10-SEP-2014 11:46</p>		
48.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1
49.	Altec Standard Amber LED Strobe Light with Brush Guard	2
<p><u>Sales Text: install on boom stow</u> Last Updated By: Landon W Hochenauer on 10-SEP-2014 11:46</p>		
50.	Dual Tone Back-Up With Outrigger Motion Alarm	1
51.	7-Way Trailer Receptacle (Pin Type) Installed At Rear	1
52.	Relocate Trailer Receptacle Supplied With Chassis	1
53.	Electric Trailer Brake Controller (Kelsey Hayes #81741)	1
54.	Altec Modular Panel System (AMPS) - Includes Mounting Panel and Accessory Switches	1
55.	PreWire Power Distribution Module (Includes Operators Manual)	1

Finishing Details



<u>Item</u>	<u>Description</u>	<u>Qty</u>
56.	Focus Factory Build	1
57.	Finish Paint Body Accessories Above Body Floor Altec White	1
58.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1
59.	Apply Non-Skid Coating to all walking surfaces	1
60.	English Safety And Instructional Decals	1
61.	Vehicle Height Placard - Installed In Cab	1
62.	Dielectric test unit according to ANSI requirements.	1
63.	Stability test unit according to ANSI requirements.	1
64.	Placard, HVI-22 Hydraulic Oil	1
65.	Inbound Freight	1
66.	TA50, Line Body, Freightliner M-2, 4x2, Automatic Transmission	1
<u>Chassis</u>		
67.	Altec Supplied Chassis	1
68.	2016 Model Year	1
69.	Freightliner M2-106	1
70.	4x2	1
71.	120 Clear CA (Round To Next Whole Number)	1
72.	Regular Cab	1
73.	Chassis Color - White	1
74.	Chassis Wheelbase Length - 180	1
75.	Cummins ISB	1
76.	250 HP Engine Rating	1
77.	Allison 3500 RDS Automatic Transmission	1
78.	GVWR 33,000 LBS	1
79.	14,000 LBs Front Axle Rating	1
80.	19,000 LBs Rear Axle Rating	1
81.	11R22.5 Front Tire	1



<u>Item</u>	<u>Description</u>	<u>Qty</u>
82.	11R22.5 Rear Tire	1
83.	Air Brakes	1
84.	016-1C3 - Freightliner Horizontal Exhaust (Right-Horizontal-Behind Cab-Horizontal)	1
85.	Freightliner - Clear Area Around Allison PTO Opening (362-035) and (363-011)	1
86.	Freightliner - Rear Cab Crossmember Flush With Back Of Cab (561-010)	1
87.	Freightliner Heavy Duty Tail Light Wiring (353-027)	1
88.	Freightliner PTO Throttle Wiring for Automatic Transmission (163-004) (148-074) (87L-003)	1
89.	Freightliner/Allison Body Builder Connection (34C-001)	1
90.	Freightliner - Prewire chassis (33U-001)	1
91.	No Idle Engine Shut-Down Required	1
92.	Driver Controlled Locking Differential	1
93.	Vinyl Split Bench Seat	1

Additional Pricing

- 94. Aerial Device PM - Annual PM inspection including materials, filters, lubrication, supplies, EDF where applicable, Dielectric Test of Fiberglass Boom, ISO Grip controller test, liner dry test, and travel to and from location (Price for Five years). Additional \$6,224
- 95. Six point strobe system (Recessed LED). Additional \$664
- 96. Extended warranty coverage for travel, labor, material, expense 5 years. Additional \$5,445
- 97. Additional 6 month PM inspection, including materials, filters, lubrication, supplies, EDF where applicable, Dielectric Test of Fiberglass Boom, ISO Grip controller test, liner dry test, and travel to and from location. Additional \$1,396
- 98. Paint Boom Orange. Additional \$1,000
- 99. Utilizing Freightliner M2 chassis in-lieu of International. Deduct \$537

Total Price Including Delivery \$184,340

Altec Industries, Inc.

BY _____

Amber C Albano , Inside Sales Representative



[Back to Aerial Devices](#)



Altec Aerial Devices

Telescopic Articulating

Altec's Telescopic Articulating Aerial Devices are available in a multitude of configurations, with working heights up to 64.8 ft. Whatever your needs, Altec has the equipment you need to get the job done. For more information, select the model that fits your application or specifications.

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Model	Platform Height	Reach	Insulating	Material Handling
AT130F	37.4 ft	25.9 ft	No	No
AT235	35.3 ft	26.5 ft	No	No
AT235P	35 ft	26.5 ft	No	No
AT237	37.5 ft	28.3 ft	No	No
AT248F	43.6 ft	28.5 ft	Yes	No
AT35G	36.1 ft	28.3 ft	Yes	No
AT36M	35.7 ft	25.8 ft	Yes	Yes
AT37G	37.8 ft	28.3 ft	Yes	No
AT37GW	35.3 ft	28.4 ft	Yes	No
AT40G	40.6 ft	29.7 ft	Yes	No
AT40GW	38.1 ft	29.9 ft	Yes	No
AT40M	40 ft	30.8 ft	Yes	Yes
AT40P	39.4 ft	29.6 ft	Yes	No
AT40S	40 ft	30.8 ft	No	Yes
TA37M	37.3 ft	27.3 ft	Yes	Yes
TA40	41 ft	29.5 ft	Yes	No
TA41M	40.9 ft	30.5 ft	Yes	Yes
TA41M-T46	46.2 ft	34.3 ft	Yes	Yes
TA45M	44.5 ft	30.5 ft	Yes	Yes
TA45M-L50	49.8 ft	30.7 ft	Yes	Yes
TA45M-T50	49.8 ft	34.3 ft	Yes	Yes

Model	Platform Height	Reach	Insulating	Material Handling
TA50	49.5 ft	36.2 ft	Yes	Yes
TA50S	49.5 ft	36.2 ft	No	Yes
TA55	54.4 ft	38.8 ft	Yes	Yes
TA55S	54.4 ft	38.3 ft	No	Yes
TA60	59.8 ft	40.1 ft	Yes	Yes
TA60S	59.8 ft	40.1 ft	No	Yes

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[Back to Telescopic Articulating](#)

SHARE



TA50

Articulating Telescopic Aerial Device

Altec's TA Series offers versatility and dependability with insulated upper and lower boom. The TA50 features a working height to 54.5 ft and side reach to 36.2 ft.

[REQUEST A QUOTE](#)

[SPECIFICATIONS](#) [PHOTOS](#)

General Specifications:

Ground to Bottom of Platform*:	49.5 ft
Maximum Side Reach:	36.2 ft
Boom Articulation (Lower Boom):	-25 to 75°
Rotation:	Continuous

[Download Spec Sheet](#)

Standard Features:

Features:

- Fiberglass Upper Boom & Lower Boom Insulator
- Insulated Aerial Device
- Continuous Rotation
- Articulating Arm Provides Upper Boom Compensation
- Hydraulic Platform Rotation and Tilt
- Full Pressure, Open Center Hydraulic System
- A-Frame Primary Outriggers
- Altec ISO-Grip® Control System
- 4-Function Single Handle Upper Control
- Outrigger Motion Alarm and Outrigger Interlocks
- Back-Up Alarm
- Powder Coat Painted Prior to Assembly
- Two Sets of Hydraulic Tool Circuits at Platform
- Diagnostic Pressure Test Quick Disconnect Couplings
- Emergency Stop Valves at All Upper and Lower Control Stations
- Lower Boom Lifting Eye

Optional Features:

Options:

- Rear or Behind Cab Mount
- Altec ARM System
- Hydraulic Extend Jib
- 2-Man Platform with 180° Rotation

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[Altec Supply](#)
Learn more about our Truck Kits & Grounding Assemblies!

[Safety Training](#)
We offer a variety of Operator Training programs.
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Optional Features:

- Engine Start/Stop
- Remote Secondary Stowage
- Jib Adapter
- Phase Lifting Jib Attachment
- Auxiliary Outriggers
- Manual Throttle
- Platform Covers
- Intensifier at Boom Tip
- Tool Circuit Below Rotation

Recommended Features:

Features:

- Fall Protection System
- Platform Liner
- Wheel Chocks
- Outrigger Pads

*Based on chassis frame height of 40 inches (1016 mm)

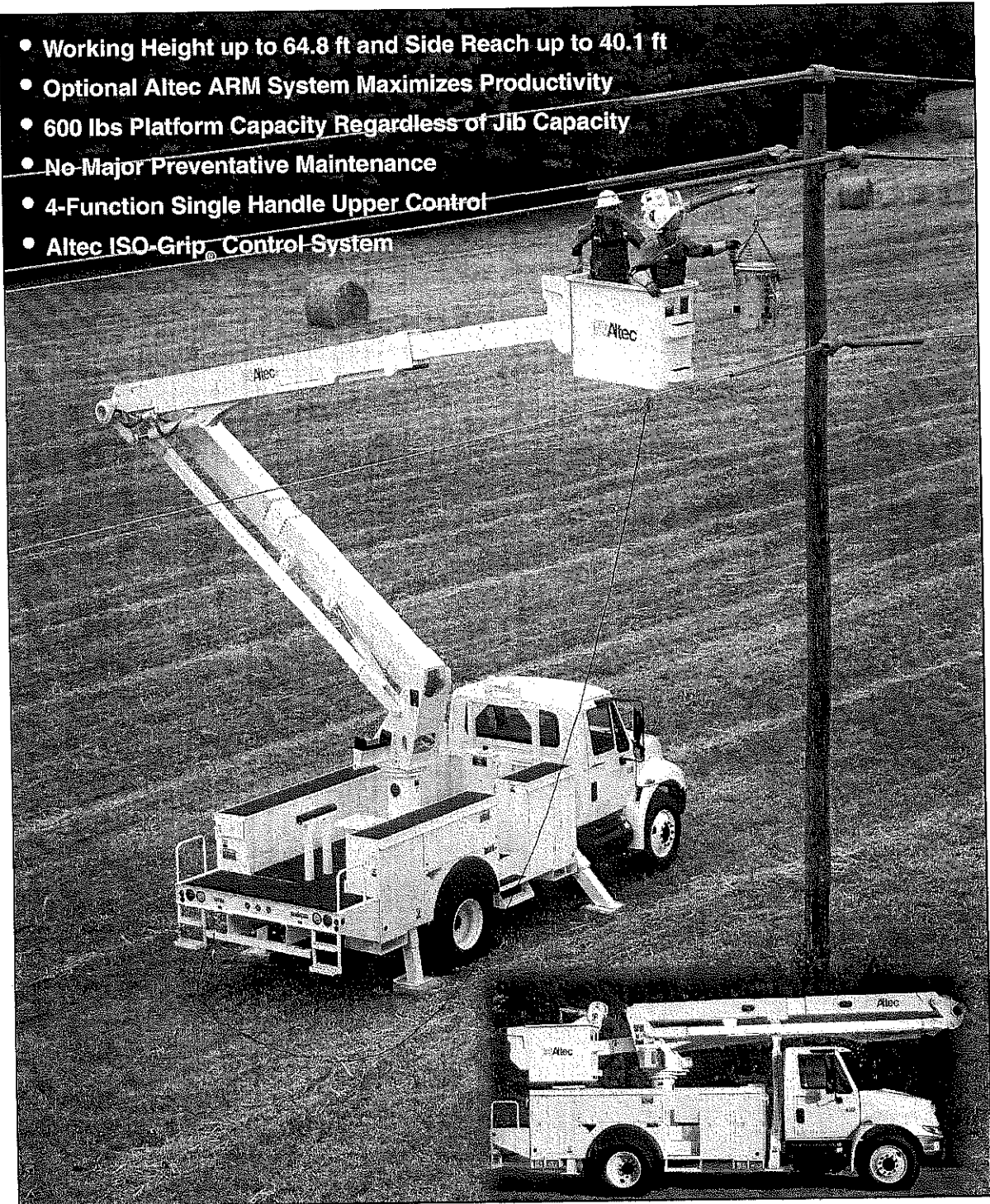
Altec Aerial Devices meet or exceed all applicable ANSI Standards as of the date of manufacture. Altec reserves the right to improve models and change specifications without notice or obligation.

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Altec TA50/55/60 Aerial Device

- Working Height up to 64.8 ft and Side Reach up to 40.1 ft
- Optional Altec ARM System Maximizes Productivity
- 600 lbs Platform Capacity Regardless of Jib Capacity
- No-Major Preventative Maintenance
- 4-Function Single Handle Upper Control
- Altec ISO-Grip® Control System





Altec TA50/55/60 Specifications

STANDARD FEATURES

- Fiberglass Upper Boom & Lower Boom Insulator
- Insulated Aerial Device
- Continuous Rotation
- Articulating Arm Provides Upper Boom Compensation
- Hydraulic Platform Rotation and Tilt
- Full Pressure, Open Center Hydraulic System
- A-Frame Primary Outriggers
- Altec ISO-Grip® Control System
- 4-Function Single Handle Upper Control
- Outrigger Motion Alarm and Outrigger Interlocks
- Back-Up Alarm
- Powder Coat Painted Prior to Assembly
- Two Sets of Hydraulic Tool Circuits at Platform
- Diagnostic Pressure Test Quick Disconnect Couplings
- Emergency Stop Valves at All Upper and Lower Control Stations
- Lower Boom Lifting Eye

OPTIONS

- Rear or Behind Cab Mount
- Altec ARM System
- Hydraulic Extend Jib
- 2-Man Platform with 180° Rotation
- Engine Start/Stop
- Remote Secondary Slowage
- Jib Adapter
- Phase Lifting Jib Attachment
- Auxiliary Outriggers
- Manual Throttle
- Platform Covers
- Intensifier at Boom Tip
- Tool Circuit Below Rotation

RECOMMENDED FEATURES

- Fall Protection System
- Platform Liner
- Wheel Chocks
- Outrigger Pads

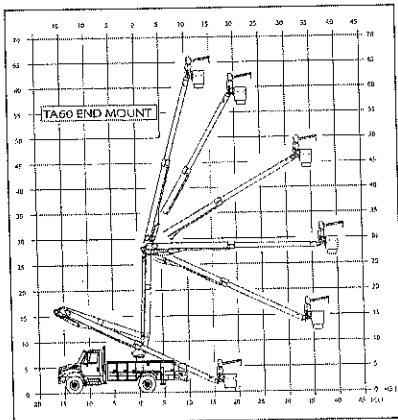
GENERAL SPECIFICATIONS

	TA50		TA55		TA60	
Ground to Bottom of Platform*	49.5 ft	15.1 m	54.4 ft	16.6 m	59.8 ft	18.2 m
Working Height*	54.5 ft	16.6 m	59.4 ft	18.1 m	64.8 ft	19.8 m
Maximum Side Reach (@ Platform Height)	36.2 ft	11.0 m	38.3 ft	11.7 m	40.1 ft	12.2 m
	19.9 ft	6.1 m	22.7 ft	6.9 m	26.6 ft	8.1 m
Stowed Travel Height, approx.*	11.9 ft	3.6 m	11.4 ft		3.5 m	
Platform Capacity, Single 2-man	600 lbs.		272.2 kg			
Upper Boom Isolation Gap, min.	38 in	965 mm	16 in	406 mm	36 in	914 mm
Articulating Arm Isolation Gap	12 in	305 mm	8.5 in	216 mm	12 in	305 mm
Upper Boom Articulation	-25° to 75°					
Articulating Arm Articulation	5.25° to 92.5°		0° to 92.5°			
Rotation	Continuous					

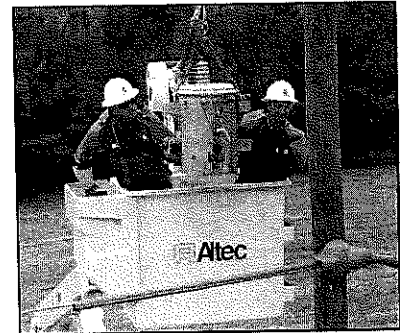
* Based on chassis frame height of 40 inches (1016 mm).

Altec Aerial Devices meet or exceed all applicable ANSI Standards as of the date of manufacture. Altec reserves the right to improve models and change specifications without notice or obligation.

REACH DIAGRAM



The optional Altec ARM System provides the unique ability to handle material on either side of the boom tip.



The Altec ARM Jib makes removing and installing transformers Safer and Smarter.

sales@altec.com
Sales – 800-958-2555
Service – 877-GOALTEC



Manufacturing and Service Facilities Located Throughout the United States and Canada
www.altec.com

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Phone 205/991-7733
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Prepared for:
KELSEY HUWE
ALTEC INDUSTRIES MIDWEST
DIVISION
2106 SOUTH RIVERSIDE ROAD
ST JOSEPHS, MO 64507
Phone: 816-676-4042

QUOTE ID
STCK33K14S-M PW TA50

Prepared by:
Shane Hall
Peach State Freightliner
1755 Dry Pond Road
Jefferson, GA 30549
Phone: 7063678998

Q U O T A T I O N

M2 106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
CUM ISB 6.7-250 250 HP @ 2300 RPM, 2600 GOV, 660
LB/FT @ 1600 RPM
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE
23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING
REAR SUSPENSION WITH LEAF SPRING
HELPER

DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP
SINGLE FRONT AXLE
14,600# TAPERLEAF FRONT SUSPENSION
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
CAB
4575MM (180 INCH) WHEELBASE
11/32X3-1/2X10-3/16 INCH STEEL FRAME
(8.73MMX258.8MM/0.344X10.19 INCH) 120KSI
2900MM (114 INCH) REAR FRAME OVERHANG

Prepared for:
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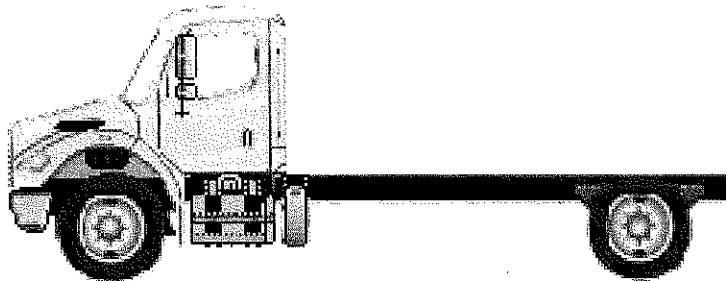
Prepared by:
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Phone: 7063678998

A proposal for
ALTEC INDUSTRIES MIDWEST DIVISION
ALTEC STOCK TA50

Prepared by
Peach State Freightliner
Shane Hall

2016 Freightliner M2 106
4X2 @ 33,000 GVWR 14/19 DERATE

CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 114.45 in
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 111.45 in



Components shown may not reflect all spec'd options and are not to scale

Prepared for:
 KELSEY HUWE
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 Shane Hall
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 Phone: 7063678998

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-03M	M2 PRL-03M (EFF:01/25/12)		
Data Version			
DRL-009	SPECPRO21 DATA RELEASE VER 009		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,765	3,515
004-215	2016 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-001	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1UT	UTILITY BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 14000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 19000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 45000.0 lbs		

Prepared for:
 KELSEY HUWE
 ALTEC INDUSTRIES MIDWEST
 DIVISION
 2106 SOUTH RIVERSIDE ROAD
 ST JOSEPHS, MO 64507
 Phone: 816-676-4042

QUOTE ID
STCK33K14S-M PW TA50

Prepared by:
 Shane Hall
 Peach State Freightliner
 1755 Dry Pond Road
 Jefferson, GA 30549
 Phone: 7063678998

Data Code	Description	Weight Front	Weight Rear
Truck Service			
AA3-006	UTILITY BODY		
A88-99D	EXPECTED TRUCK BODY LENGTH : 1.0 ft		
AE2-99D	EXPECTED TRUCK BODY WIDTH : 96.0 in		
A89-99D	BRAKING-EXPECTED CAB TO BODY CLEARANCE : 3.0 in		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-2NT	CUM ISB 6.7-250 250 HP @ 2300 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM		
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-013	2013 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG14		
99D-009	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE OF HOOD)		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		

Prepared for:
 KELSEY HUWE
 ALTEC INDUSTRIES MIDWEST
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 Phone: 816-676-4042

QUOTE ID
STCK33K14S-M PW TA50

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 Peach State Freightliner
 1755 Dry Pond Road
 Jefferson, GA 30549
 Phone: 7063678998

Data Code	Description	Weight Front	Weight Rear
292-1D8	(2) ALLIANCE MODEL 1131, GROUP 31, 12 VOLT MAINTENANCE FREE 1850 CCA THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-052	RH STANDARD HORIZONTAL TAILPIPE		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
273-035	HORTON HT650 FRONTAL AIR ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-078	950 SQUARE INCH ALUMINUM RADIATOR		
103-004	ANTIFREEZE TO -34F, NOAT EXTENDED LIFE COOLANT		

Prepared for:
 KELSEY HUWE
 ALTEC INDUSTRIES MIDWEST
 DIVISION
 2106 SOUTH RIVERSIDE ROAD
 ST JOSEPHS, MO 64507
 Phone: 816-676-4042

QUOTE ID
STCK33K14S-M PW TA50

Prepared by:
 Shane Hall
 Peach State Freightliner
 1755 Dry Pond Road
 Jefferson, GA 30549
 Phone: 7063678998

Data Code	Description	Weight Front	Weight Rear
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	10	

Transmission

342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-022	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-022	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
34C-002	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB		
362-1Y0	(2) CUSTOMER INSTALLED CHELSEA 277 SERIES PTO'S		
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		

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Data Code	Description	Weight Front	Weight Rear
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-013	TRANSMISSION OIL CHECK AND FILL WITH CROSSOVER TO CLEAR LH PTO AND DIRECT MOUNT PUMP		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment			
400-1A8	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-012	TRW TAS-85 POWER STEERING	40	
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-010	14,600# TAPERLEAF FRONT SUSPENSION	170	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1N0	MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE		10
421-557	5.57 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20

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Data Code	Description	Weight Front	Weight Rear
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS		
426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-1MJ	23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		110
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD U-BOLT PAD		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
479-015	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS		

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QUOTE ID
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Data Code	Description	Weight Front	Weight Rear
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS		
296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame			
545-457	4575MM (180 INCH) WHEELBASE		
546-100	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI		80
552-075	2900MM (114 INCH) REAR FRAME OVERHANG		
55W-011	FRAME OVERHANG RANGE: 111 INCH TO 120 INCH	-70	300
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 114.45 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 111.45 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 323.39		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 114.45 in		
FSS-0LH	FRAME SPACE LH SIDE : 61.81 in		
FSS-0RH	FRAME SPACE RH SIDE : 94.71 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
* 572-001	STANDARD REARMOST CROSSMEMBER		
	572-998 DELETE REAR MOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		

Chassis Equipment

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QUOTE ID
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Data Code	Description	Weight Front	Weight Rear
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks			
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-101	DAVCO 382F FUEL/WATER SEPARATOR WITH RETURN FUEL HEAT AND THERMATIC CONTROL	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-2AX	GOODYEAR G661 HSA 12R22.5 16 PLY RADIAL FRONT TIRES (MATCH MARKED)	54	
094-0JT	GOODYEAR G182 RSD 11R22.5 14 PLY RADIAL REAR TIRES		88
Hubs			
418-045	CONMET PRE-SET BEARING IRON FRONT HUBS		
450-045	CONMET PRE-SET BEARING IRON REAR HUBS		
Wheels			
502-717	ACCURIDE 50408 ACCU-LITE 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC FRONT WHEELS	-20	
505-717	ACCURIDE 50408 ACCU-LITE 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		-40
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			

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Data Code	Description	Weight Front	Weight Rear
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-009	RUBBER CAB MOUNTS		
646-009	PAINTED PLASTIC GRILLE		
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-002	DUAL ELECTRIC HORNS		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-001	(5) AMBER MARKER LIGHTS		
311-001	DAYTIME RUNNING LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
275-063	2-STAGE ELECTRIC HORN AND HAZARD LAMP ALERT CONTROLLED BY PARTICULATE FILTER REGENERATION REQUIRED STATUS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-003	MANUAL DOOR WINDOW REGULATORS		
663-013	TINTED WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
707-1AK	OPAL GRAY VINYL INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		

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Data Code	Description	Weight Front	Weight Rear
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
693-003	PLASTIC MANIFEST BOX - LH DOOR		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER	70	
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-011	DOMED DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
756-1J1	BASIC HIGH BACK NON SUSPENSION DRIVER SEAT WITH FORE AND AFT ADJUSTMENT		
760-235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	30	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-006	3 POINT DRIVER AND PASSENGER AND 2 POINT CENTER FRONT SEAT BELT RETRACTORS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

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Data Code	Description	Weight Front	Weight Rear
Instruments & Controls			
732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE LIGHT AND BUZZER		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-011	ODOMETER/TRIP/HOUR/DIAGNOSTIC/VOLTAGE DISPLAY: 1X7 CHARACTER, 26 WARNING LAMPS, DATA LINKED, ICU3		
160-025	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-074	ENGINE REMOTE INTERFACE NOT CONFIGURED		
163-001	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB		
* 33U-001	PREWIRE PACKAGE FOR ALTEC CONTROL MODULE AND CHASSIS INTERFACE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
746-1A2	AM/FM/WB RADIO WITH FRONT AUXILIARY INPUT	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		

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Data Code	Description	Weight Front	Weight Rear
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF	2	
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

065-000 PAINT: ONE SOLID COLOR

Color

980-5F6 CAB COLOR A: L0006EB WHITE ELITE BC
 986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
 962-970 VENDOR WHITE FRONT WHEELS/RIMS (PW, TKWHT21, W, TW)
 966-970 VENDOR WHITE REAR WHEELS/RIMS (PW, TKWHT21, W, TW)
 964-6Z7 BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX

Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

TOTAL VEHICLE SUMMARY

Prepared for:
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Weight Summary			
	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	6371 lbs	4153 lbs	10524 lbs
Total Weight⁺	6371 lbs	4153 lbs	10524 lbs

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

Blue Sheet No. 20150176	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 20
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TITLE:
Approve EX150183 for the purchase of two (2) Freightliner Dump Trucks for DOT at a total cost of \$203,462.00.

ACTION REQUESTED:
Approve award of project No. EX150183, the purchase of two (2) Freightliner dump trucks at a total cost of \$203,462.00 via State of Florida Contract 070-700-11-1 from Tampa Truck Center for DOT.

FUNDING:
\$203,462.00; Vehicle Replacement Fund; Included in Budget

Funds are available in Fleet Management’s budget from the sale of surplus DOT equipment plus from the loss fund from an accident on one dump truck.

Fund - Vehicle Replacement; Program – Fleet Management; Project – Vehicle and Rolling Stock
JB5191059401.506430.337

WHAT ACTION ACCOMPLISHES:
Approves the purchase of two (2) Freightliner dump trucks for DOT. Total cost for two (2): \$203,462.00. This price is based on State of Florida Contract 070-700-11-1.

MANAGEMENT RECOMMENDATION:
Approve.

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-1 <input type="checkbox"/> Other	Commissioner: Department: TRANSPORTATION Division: Operations By: David Loveland

Background:

On March 2, 2015 the Division of Procurement received a request from Fleet Management on behalf of DOT to obtain Board approval for the purchase of two (2) Freightliner dump trucks at a total price of \$203,462 via State of Florida Contract 070-700-11-1 from Tampa Truck Center.

DOT Operations uses multiple dump trucks to haul material, trailers, and equipment to virtually every job site. The trucks haul excavated material from ditch cleanings to dump sites, haul aggregates to safe up road shoulders, and asphalt to pave roadways. In the event of a storm, the trucks clear roadways of debris and stockpile material for transport elsewhere. On projects distant from our facilities, numerous trucks are necessary to keep the operation moving during the roundtrip time of the other trucks. After

Required Review:					
David Loveland	Anne Henkel	Corris L. McIntosh Jr.	Peter Winton	Doug Meurer	
TRANSPORTATION	Budget Analyst	County Attorney	Budget Services	Public Works Director	

analysis, leasing or renting dump trucks is cost prohibitive due to the long term time limits required.

The first truck will replace a 2006 International dump truck that was involved in a rollover accident and has been declared a total loss. Fleet received \$10,957.67 from the County's loss fund from this accident; those funds will be used towards the purchase of the new dump truck.

The second truck will replace a 2002 International dump truck that has recorded 157,381 miles putting it well over the Fleet Management "point system" threshold for replacement. To date this vehicle has cost DOT over \$95,000 in repair costs.

1. Request Memo from Fleet Management
2. Quote from Tampa Truck Center
3. State of Florida Contract 070-700-11-1 Pricing



DIVISION OF
FLEET MANAGEMENT

To: Bob Franceschini, Purchasing Director

From: Marilyn L. Rawlings, Fleet Manager 

Cc: Patrick Lewis, Brad Wright

Date: March 2, 2015

Re: Freightliner Dump Trucks

Please prepare a Blue Sheet for the purchase of two (2) replacement dump trucks for the Department of Transportation, Operations Division.

ACTION REQUESTED:

Approve the State of Florida Term Contract (070-700-11-1) purchase of two (2) Freightliner dump trucks from Tampa Truck Center for a total of \$203,462 for the Department of Transportation, Operations Division. Funds are available in this year's the Vehicle Replacement Fund budget.

WHY ACTION IS NECESSARY:

Board approval is required, as this expenditure will exceed \$100,000.

WHAT ACTION ACCOMPLISHES:

This purchase will provide the Department of Transportation with two new reliable dump trucks that will be used for hauling ditching material to various dump sites throughout Lee County.

MANAGEMENT RECOMMENDATIONS:

Approve this request to give the department two new bucket trucks.
Funds are available in account string #: JB5191059401.506430 = Vehicle Replacement Fund

BACKGROUND:

Lee County Fleet Management received a request from DOT/Operations to surplus two dump trucks and purchase two new, more efficient dump trucks. This contract expires 9/30/16.

DOT will provide additional written justification for replacement at a later date.
(See attached)



TAMPA TRUCK CENTER

7528 U.S. Hwy. 301 N.

Tampa, Fl. 33637

Ph.: 813-262-0890

Fax: 813-262-0983

2/20/15

To: Mr. Bradley Wright, Lee County
Subject: Purchase of Freightliner M2 106 Cab & Chassis W/12YD Dump
Reference: State of Florida Term Contract 070-700-11-1

Brad,

Thank you for your interest in our product. Here's the breakdown of your quote using the Florida State Contract:

Specification #070-700-460 Freightliner M2 106 Cab & Chassis \$ 91,278.72

Options

Cummins ISL 330HP, Tilt/Telescopic Steering, Pintle Package, Glad \$ 10,452.28
Hands and Trailer Plug to Rear, 240 Amp Alternator, Air Ride Driver
and Passenger Seats, Power Windows and locks, OX 12/14YD Steel
Dump W/Pintle Package, Air Ride Driver's Seat, HD Frame, Fire
Extinguisher and Reflector Kit, LED Lighting, Model Year 2016
Escalator

FINAL PRICE: \$101,731.00

Please call if you have any questions, or need further information. I can be reached via email or by telephone. My contact information is shown below.

Sincerely,

Scott Endris
Municipal Fleet Sales
Tampa Truck Center
sendris@tampaftr.com
813-293-0866

Prepared for:
Brad Wright
Lee County
2955 Van Buren Street
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Phone: 239-533-5399

Prepared by:
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S P E C I F I C A T I O N P R O P O S A L

Description

Price Level

M2 PRL-10M (EFF:02/11/15)

Data Version

SPECPRO21 DATA RELEASE VER 002

Vehicle Configuration

M2 106 CONVENTIONAL CHASSIS
2016 MODEL YEAR SPECIFIED
SET BACK AXLE - TRUCK
TRAILER TOWING PROVISION AT END OF
FRAME FOR TRUCK
LH PRIMARY STEERING LOCATION

General Service

TRUCK/TRAILER CONFIGURATION
DOMICILED, USA (EXCLUDING CALIFORNIA AND
CARB OPT-IN STATES)
UTILITY/REPAIR/MAINTENANCE SERVICE
GOVERNMENT BUSINESS SEGMENT
DIRT/SAND/ROCK COMMODITY
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN
TRANSIT, IS SPENT ON PAVED ROADS
MAXIMUM 8% EXPECTED GRADE
SMOOTH CONCRETE OR ASPHALT PAVEMENT -
MOST SEVERE IN-TRANSIT (BETWEEN SITES)
ROAD SURFACE
MEDIUM TRUCK WARRANTY
EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs
EXPECTED REAR DRIVE AXLE(S) LOAD :
46000.0 lbs
EXPECTED GROSS VEHICLE WEIGHT CAPACITY
: 64000.0 lbs



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Description

EXPECTED GROSS COMBINATION WEIGHT :
80000.0 lbs

Truck Service

END DUMP BODY
EXP EMPTY BODY CG LOC FROM BODY
FRT(A89) : 7.0 ft
EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE
FRAME "XX" INCHES : 32.0 in

Tractor Service

VAN TRAILER
SINGLE (1) TRAILER

Engine

CUM ISL 330 HP @ 2000 RPM, 2200 GOV RPM,
1000 LB/FT @ 1400 RPM

Electronic Parameters

70 MPH ROAD SPEED LIMIT
CRUISE CONTROL SPEED LIMIT SAME AS ROAD
SPEED LIMIT
PTO MODE ENGINE RPM LIMIT - 1100 RPM
PTO RPM WITH CRUISE SET SWITCH - 700 RPM
PTO RPM WITH CRUISE RESUME SWITCH - 800
RPM
PTO MODE CANCEL VEHICLE SPEED - 5 MPH
PTO GOVERNOR RAMP RATE - 250 RPM PER
SECOND
PTO MINIMUM RPM - 700
REGEN INHIBIT SPEED THRESHOLD - 5 MPH

Engine Equipment

2015 ONBOARD DIAGNOSTICS/2010
EPA/CARB/GHG14
NO 2008 CARB EMISSION CERTIFICATION
STANDARD OIL PAN
ENGINE MOUNTED OIL CHECK AND FILL
ONE PIECE VALVE COVER
SIDE OF HOOD AIR INTAKE WITH FIREWALL
MOUNTED DONALDSON AIR CLEANER
DR 12V 240 AMP 40-SI BRUSHLESS PAD
ALTERNATOR WITH REMOTE BATTERY
VOLTAGE SENSE
(2) ALLIANCE MODEL 1131, GROUP 31, 12 VOLT
MAINTENANCE FREE 1900 CCA THREADED
STUD BATTERIES, NON FCCC ONLY



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Description

BATTERY BOX FRAME MOUNTED
STANDARD BATTERY JUMPERS
SINGLE BATTERY BOX FRAME MOUNTED LH
SIDE UNDER CAB
WIRE GROUND RETURN FOR BATTERY CABLES
WITH ADDITIONAL FRAME GROUND RETURN
NON-POLISHED BATTERY BOX COVER
CUMMINS TURBOCHARGED 18.7 CFM AIR
COMPRESSOR WITH INTERNAL SAFETY VALVE
STANDARD MECHANICAL AIR COMPRESSOR
GOVERNOR
AIR COMPRESSOR DISCHARGE LINE
ELECTRONIC ENGINE INTEGRAL SHUTDOWN
PROTECTION SYSTEM
CUMMINS EXHAUST BRAKE INTEGRAL WITH
VARIABLE GEOMETRY TURBO WITH ON/OFF
DASH SWITCH
RH OUTBOARD UNDER STEP MOUNTED
HORIZONTAL AFTERTREATMENT SYSTEM
ASSEMBLY WITH RH HORIZONTAL TAILPIPE
ENGINE AFTERTREATMENT DEVICE,
AUTOMATIC OVER THE ROAD REGENERATION
AND DASH MOUNTED REGENERATION
REQUEST SWITCH
STANDARD EXHAUST SYSTEM LENGTH
RH STANDARD HORIZONTAL TAILPIPE
6 GALLON DIESEL EXHAUST FLUID TANK
100 PERCENT DIESEL EXHAUST FLUID FILL
LH MEDIUM DUTY STANDARD DIESEL EXHAUST
FLUID TANK LOCATION
STANDARD DIESEL EXHAUST FLUID PUMP
MOUNTING
STANDARD DIESEL EXHAUST FLUID TANK CAP
HORTON DRIVEMASTER ON/OFF FAN DRIVE
AUTOMATIC FAN CONTROL WITHOUT DASH
SWITCH, NON ENGINE MOUNTED
CUMMINS SPIN ON FUEL FILTER
COMBINATION FULL FLOW/BYPASS OIL FILTER
1100 SQUARE INCH ALUMINUM RADIATOR
ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-
CHARGED SCA HEAVY DUTY COOLANT
GATES BLUE STRIPE COOLANT HOSES OR
EQUIVALENT
CONSTANT TENSION HOSE CLAMPS FOR
COOLANT HOSES



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Description

RADIATOR DRAIN VALVE
LOWER RADIATOR GUARD
ALUMINUM FLYWHEEL HOUSING
ELECTRIC GRID AIR INTAKE WARMER
DELCO 12V 38MT HD STARTER WITH
INTEGRATED MAGNETIC SWITCH

Transmission

ALLISON 3500 RDS AUTOMATIC TRANSMISSION
WITH PTO PROVISION

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 223 -
AVAILABLE ON 3000/4000 PRODUCT FAMILIES
WITH VOCATIONAL MODELS RDS, HS, MH AND
TRV
ALLISON VOCATIONAL RATING FOR ON/OFF
HIGHWAY APPLICATIONS AVAILABLE WITH ALL
PRODUCT FAMILIES
PRIMARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY
SECONDARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY
NEUTRAL AT STOP - DISABLED, FUELSENSE -
DISABLED
CUSTOMER INSTALLED CHELSEA 277 SERIES
PTO
PTO MOUNTING, LH SIDE OF MAIN
TRANSMISSION
MAGNETIC PLUGS, ENGINE DRAIN,
TRANSMISSION DRAIN, AXLE(S) FILL AND
DRAIN
PUSH BUTTON ELECTRONIC SHIFT CONTROL,
DASH MOUNTED
TRANSMISSION PROGNOSTICS - ENABLED 2013
WATER TO OIL TRANSMISSION COOLER, IN
RADIATOR END TANK
TRANSMISSION OIL CHECK AND FILL WITH
ELECTRONIC OIL LEVEL CHECK
SYNTHETIC TRANSMISSION FLUID (TES-295
COMPLIANT)

Front Axle and Equipment

DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74
DROP SINGLE FRONT AXLE



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Description

MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
NON-ASBESTOS FRONT BRAKE LINING
CONMET CAST IRON FRONT BRAKE DRUMS
FRONT BRAKE DUST SHIELDS
SKF SCOTSEAL PLUS XL FRONT OIL SEALS
VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
STANDARD SPINDLE NUTS FOR ALL AXLES
MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
TRW TAS-85 POWER STEERING
POWER STEERING PUMP
2 QUART SEE THROUGH POWER STEERING RESERVOIR
SYNTHETIC 75W-90 FRONT AXLE LUBE

Front Suspension

18,000# FLAT LEAF FRONT SUSPENSION
GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION
FRONT SHOCK ABSORBERS

Rear Axle and Equipment

RT-46-160 46,000# R-SERIES TANDEM REAR AXLE
5.63 REAR AXLE RATIO
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES
DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES
(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE
BLINKING LAMP WITH EACH MODE SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF
BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH



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Description

MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR
BRAKES, DOUBLE ANCHOR, FABRICATED
SHOES
NON-ASBESTOS REAR BRAKE LINING
STANDARD BRAKE CHAMBER LOCATION
CONMET CAST IRON REAR BRAKE DRUMS
REAR BRAKE DUST SHIELDS
SKF SCOTSEAL PLUS XL REAR OIL SEALS
HALDEX GOLDSEAL LONGSTROKE 2-DRIVE
AXLES SPRING PARKING CHAMBERS
HALDEX AUTOMATIC REAR SLACK ADJUSTERS
SYNTHETIC 75W-90 REAR AXLE LUBE

Rear Suspension

HENDRICKSON RT463 REAR SUSPENSION @
46,000#
HENDRICKSON RT/RTE - 7.19" SADDLE
STANDARD U-BOLT PAD
52 INCH AXLE SPACING
STEEL BEAMS AND BRONZE CENTER
BUSHINGS WITH BAR PIN ADJUSTABLE END
CONNECTIONS
FORE/AFT CONTROL RODS

Brake System

AIR BRAKE PACKAGE
WABCO 4S/4M ABS WITHOUT TRACTION
CONTROL
REINFORCED NYLON, FABRIC BRAID AND WIRE
BRAID CHASSIS AIR LINES
FIBER BRAID PARKING BRAKE HOSE
STANDARD BRAKE SYSTEM VALVES
STANDARD AIR SYSTEM PRESSURE
PROTECTION SYSTEM
STD U.S. FRONT BRAKE VALVE
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE,
NO REAR PROPORTIONING VALVE
WABCO SS-1200 PLUS AIR DRYER WITH
INTEGRAL AIR GOVERNOR AND HEATER
AIR DRYER FRAME MOUNTED
STEEL AIR BRAKE RESERVOIRS
PULL CABLE ON WET TANK, PETCOCK DRAIN
VALVES ON ALL OTHER AIR TANKS

Trailer Connections



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Description

AIR CONNECTIONS TO END OF FRAME WITH
GLAD HANDS FOR TRUCK AND NO DUST
COVERS

PRIMARY CONNECTOR/RECEPTACLE WIRED
FOR SEPARATE STOP/TURN, ABS CENTER PIN
POWERED THROUGH IGNITION

SAE J560 7-WAY PRIMARY TRAILER CABLE
RECEPTACLE MOUNTED END OF FRAME

UPGRADED CHASSIS MULTIPLEXING UNIT

UPGRADED BULKHEAD MULTIPLEXING UNIT

Wheelbase & Frame

4500MM (177 INCH) WHEELBASE

1 1/32X3-1/2X10-15/16 INCH STEEL FRAME
(8.73MMX277.8MM/0.344X10.94 INCH) 120KSI

1/4 INCH (6.35MM) C-CHANNEL INNER FRAME
REINFORCEMENT

1600MM (63 INCH) REAR FRAME OVERHANG
FRAME OVERHANG RANGE: 61 INCH TO 70
INCH

CALC'D BACK OF CAB TO REAR SUSP C/L (CA) :
111.45 in

CALCULATED EFFECTIVE BACK OF CAB TO
REAR SUSPENSION C/L (CA) : 108.45 in

CALC'D FRAME LENGTH - OVERALL : 269.39

CALC'D SPACE AVAILABLE FOR DECKPLATE :
111.45 in

CALCULATED FRAME SPACE LH SIDE : 44.86 in
CALCULATED FRAME SPACE RH SIDE : 76.75 in

SQUARE END OF FRAME

FRONT CLOSING CROSSMEMBER

LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE
CROSSMEMBER

STANDARD MIDSHIP #1 CROSSMEMBER(S)

STANDARD REARMOST CROSSMEMBER

STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

THREE-PIECE 14 INCH PAINTED STEEL
BUMPER WITH COLLAPSIBLE ENDS

FRONT TOW HOOKS - FRAME MOUNTED

BUMPER MOUNTING FOR SINGLE LICENSE
PLATE

FENDER AND FRONT OF HOOD MOUNTED
FRONT MUDFLAPS



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Description
GRADE 8 THREADED HEX HEADED FRAME FASTENERS
Fuel Tanks
80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK - LH RECTANGULAR FUEL TANK(S) PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS FUEL TANK(S) FORWARD PLAIN STEP FINISH FUEL TANK CAP(S) ALLIANCE FUEL FILTER/WATER SEPARATOR WITH PRIMER PUMP EQUIFLO INBOARD FUEL SYSTEM HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
Tires
MICHELIN XZY-3 385/65R22.5 18 PLY RADIAL FRONT TIRES HANKOOK DL11 11R22.5 14 PLY RADIAL REAR TIRES
Hubs
CONMET PRESET PLUS IRON FRONT HUBS CONMET PRESET PLUS IRON REAR HUBS
Wheels
ACCURIDE 29807 22.5X12.25 10-HUB PILOT 4.75 INSET 5-HAND STEEL DISC FRONT WHEELS MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS FRONT WHEEL MOUNTING NUTS REAR WHEEL MOUNTING NUTS
Cab Exterior
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB AIR CAB MOUNTS LH AND RH GRAB HANDLES PAINTED PLASTIC GRILLE ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE FIBERGLASS HOOD



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Description

SINGLE 14 INCH ROUND HADLEY AIR HORN
UNDER LH DECK
SINGLE ELECTRIC HORN
SINGLE HORN SHIELD
DOOR LOCKS AND IGNITION SWITCH KEYED
THE SAME
REAR LICENSE PLATE MOUNT END OF FRAME
INTEGRAL HEADLIGHT/MARKER ASSEMBLY
LED AERODYNAMIC MARKER LIGHTS
DAYTIME RUNNING LIGHTS
FREIGHTLINER LED FLANGE MOUNTED
STOP/TAIL/TURN LIGHTS WITH SEPARATE
INCANDESCENT BACKUP LIGHTS
STANDARD FRONT TURN SIGNAL LAMPS
DUAL WEST COAST BRIGHT FINISH MIRRORS
DOOR MOUNTED MIRRORS
102 INCH EQUIPMENT WIDTH
LH AND RH 8" BRIGHT FINISH CONVEX
MIRRORS MOUNTED UNDER PRIMARY
MIRRORS
STANDARD SIDE/REAR REFLECTORS
63X14 INCH TINTED REAR WINDOW
TINTED DOOR GLASS LH AND RH WITH TINTED
NON-OPERATING WING WINDOWS
RH AND LH ELECTRIC POWERED WINDOWS
TINTED WINDSHIELD
2 GALLON WINDSHIELD WASHER RESERVOIR
WITHOUT FLUID LEVEL INDICATOR, FRAME
MOUNTED

Cab Interior

OPAL GRAY VINYL INTERIOR
MOLDED PLASTIC DOOR PANEL
MOLDED PLASTIC DOOR PANEL
BLACK MATS WITH SINGLE INSULATION
FORWARD ROOF MOUNTED CONSOLE WITH
UPPER STORAGE COMPARTMENTS WITHOUT
NETTING
IN DASH STORAGE BIN
(2) CUP HOLDERS LH AND RH DASH
GRAY/CHARCOAL FLAT DASH
5 LB. FIRE EXTINGUISHER
HEATER, DEFROSTER AND AIR CONDITIONER



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Description

STANDARD HVAC DUCTING
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
STANDARD HEATER PLUMBING
DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR
BINARY CONTROL, R-134A
STANDARD INSULATION
SOLID-STATE CIRCUIT PROTECTION AND FUSES
12V NEGATIVE GROUND ELECTRICAL SYSTEM
DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS
LH AND RH ELECTRIC DOOR LOCKS
(1) 12 VOLT POWER SUPPLY IN DASH
TRIANGULAR REFLECTORS WITHOUT FLARES
BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
BASIC HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
DUAL DRIVER AND PASSENGER SEAT ARMRESTS
LH AND RH INTEGRAL DOOR PANEL ARMRESTS
VINYL WITH VINYL INSERT DRIVER SEAT
VINYL WITH VINYL INSERT PASSENGER SEAT
3 POINT FIXED D-RING RETRACTOR DRIVER AND PASSENGER SEAT BELTS
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
4-SPOKE 18 INCH (450MM) STEERING WHEEL
DRIVER AND PASSENGER INTERIOR SUN VISORS

Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL
GRAY CENTER INSTRUMENT PANEL
BLACK GAUGE BEZELS
LOW AIR PRESSURE LIGHT AND BUZZER
2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS



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Description

PRECO 1040 87 DB TO 112 DB AUTOMATIC
SELF-ADJUSTING BACKUP ALARM

ELECTRONIC CRUISE CONTROL WITH
SWITCHES IN LH SWITCH PANEL

KEY OPERATED IGNITION SWITCH AND
INTEGRAL START POSITION; 4 POSITION
OFF/RUN/START/ACCESSORY

ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28
LED WARNING LAMPS AND DATA LINKED

DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN,
SAE J1939, LOCATED BELOW DASH

2 INCH ELECTRIC FUEL GAUGE

PROGRAMMABLE RPM CONTROL -
ELECTRONIC ENGINE

ELECTRICAL ENGINE COOLANT TEMPERATURE
GAUGE

TRANSMISSION OIL TEMPERATURE INDICATOR
LIGHT

ENGINE AND TRIP HOUR METERS INTEGRAL
WITHIN DRIVER DISPLAY

CUSTOMER FURNISHED AND INSTALLED PTO
CONTROLS

ELECTRIC ENGINE OIL PRESSURE GAUGE

AM/FM RADIO WITH FRONT AND REAR
AUXILIARY INPUTS AND J1939

DASH MOUNTED RADIO

(2) RADIO SPEAKERS IN CAB

AM/FM ANTENNA MOUNTED ON FORWARD LH
ROOF

ELECTRONIC MPH SPEEDOMETER WITH
SECONDARY KPH SCALE, WITHOUT
ODOMETER

STANDARD VEHICLE SPEED SENSOR

ELECTRONIC 3000 RPM TACHOMETER

IGNITION SWITCH CONTROLLED ENGINE STOP

BW TRACTOR PROTECTION VALVE

TRAILER HAND CONTROL BRAKE VALVE

DIGITAL VOLTAGE DISPLAY INTEGRAL WITH
DRIVER DISPLAY

SINGLE ELECTRIC WINDSHIELD WIPER MOTOR
WITH DELAY

MARKER LIGHT SWITCH INTEGRAL WITH
HEADLIGHT SWITCH

TWO VALVE PARKING BRAKE SYSTEM WITH
WARNING INDICATOR



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Description

SELF CANCELING TURN SIGNAL SWITCH WITH
 DIMMER, WASHER/WIPER AND HAZARD IN
 HANDLE
 INTEGRAL ELECTRONIC TURN SIGNAL
 FLASHER WITH HAZARD LAMPS OVERRIDING
 STOP LAMPS

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: N0006EA WHITE ELITE SS
 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS
 PAINT
 POWDER WHITE (N0006EA) FRONT
 WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 MAXION WHEELS W POWDER WHITE (N0006EA)
 REAR WHEELS/RIMS
 BUMPER PAINT: FP24812 ARGENT SILVER
 DUPONT FLEX

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES
 CABS AND GLIDER KITS

Dealer Installed Options

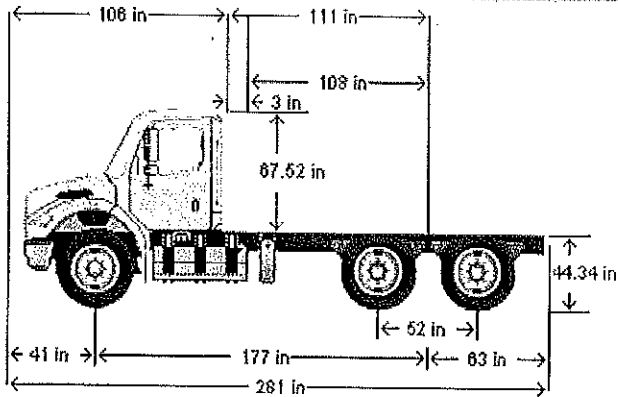
	Weight Front	Weight Rear
OX 12 YD DUMP ELEC TARP AIR TAILGATE	0	0
Total Dealer Installed Options	0 lbs	0 lbs



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D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model.....M2106
 Wheelbase (545) 4500MM (177 INCH) WHEELBASE
 Rear Frame Overhang (552) 1600MM (63 INCH) REAR FRAME OVERHANG
 Fifth Wheel (578)NO FIFTH WHEEL
 Mounting Location (577)..... NO FIFTH WHEEL LOCATION
 Maximum Forward Position (in)0
 Maximum Rearward Position (in)0
 Amount of Slide Travel (in)0
 Slide Increment (in)0
 Desired Slide Position (in)0.0
 Cab Size (829).....106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
 Sleeper (682) NO SLEEPER BOX/SLEEPER CAB
 Exhaust System (016)..... RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE



Prepared for:
 Brad Wright
 Lee County
 2955 Van Buren Street
 Fort Myers, FL 33916
 Phone: 239-533-5399

Prepared by:
 Scott Endris
 TAMPA TRUCK CENTER LLC
 7528 US HWY 301 NORTH
 TAMPA, FL 33637
 Phone: 813-293-0866

TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	111.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	108.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	174.4
Cab Height (CH)	67.5
Wheelbase (WB)	177.0
Frame Overhang (OH)	63.0
Overall Length (OAL)	280.7
Rear Axle Spacing	52.0
Unladen Frame Height at Centerline of Rear Axle	44.3

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.





TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.
 Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Hardee

TBEI - Ox Bodies
 719 Columbus Street East
 PO Box 886
 Fayette AL 35555
 800-844-2519

Taken By: Kevin Griggs

Quote Response Form

End User: Lee County
 Customer: 14532
 Scott Endris
 TAMPA TRUCK CENTER
 7528 US HWY 301 N.
 TAMPA FL 33637
 USA

Phone: 813-293-0866
 Fax: 813-262-0891

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
FA00061458	Net 30 Days	2/17/2015	3/19/2015	VAN DYKE, RAY	USD

UM	Quantity	Item	Unit Price	Extended Price
EA	1,000	1778831		
		MV851400-1314YD-63111-56/42/50SL6-SI		
		Yardage 13/14		

Body: Maverick
 Body: 14' MAVERICK
 Hoist Model: 1248909-63111
 Frame Style: 2x8 RT w/1.5x3 RT xmem on 12 CL (framele
 Rear Style: 6" Slant
 Front Exhaust Notch: No
 Front Height: 56"
 Side Height Front: 42" 10 Gauge
 Side Height Rear: 42"
 Rear Height: 50" 7 Gauge
 Front Material: 10 Gauge
 Floor Material: 7 Gauge
 Cabshield Style: Standard
 Cabshield Projection: None
 Cabshield Width: 85"
 Tarp Style: Electric - Mountain Tarp
 Tailgate Type: Standard
 Sealed Tailgate: No
 Coal Chute: None
 Tailgate Operation: Air
 Tailgate Bracing Style: 1 Horizontal (TG height 37" to 54")
 Horizontal Side Brace: Yes
 Side Top Rail Style: Standard 4x4 11 GA
 Tread Plate Aluminum Bottom Rail: No
 Polished Aluminum Insulation Side/Front: No
 Dump Assist Vibrator: None
 Dump Apron: Standard 1/4" Plate - 8"
 Side Light Cutouts: Lower Front/Rear Clearance
 Metro Light Cutouts: 1 set
 Dirt Shedding Angle: No
 Board Holder Height: 8"
 ID: 85"
 Cover Bottom Rail with Alum: No
 Cab HeightTo be Verified: Not Available
 PaintTo be Verified: White

Truck: Truck
 Truck: Installed



TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.
 Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Hardee

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Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
FA00061458	Net 30 Days	2/17/2015	3/19/2015	VAN DYKE, RAY	USD

UM	Quantity	Item	Unit Price	Extended Price
----	----------	------	------------	----------------

Side Boards: 1248918-Wood 8" - Up to 17' body
 Hydraulic Tank: 1250596-Pyramid Flat Bottom Standard
 Rear Hinge: Standard - Removable Pin
 Hoist: 1248909-63111
 Cab Controls: Auto Transmission: 1250507-ES PTO/CS Pmp/Aut Trs/Elec MT Tp
 Cab Controls: Man. Transmission: None
 Pump - Auto Transmission: 1250657-CS/Auto/Pump C102-D2.5 D/MT CW
 Pump - Manual Transmission: None
 PTO - Auto Transmission: 1266386-Automatic Transm/Hot Shift
 PTO - Manual Transmission: None
 Mud Flaps: 1250015- 30" Standard Mud Flaps w/GG
 Backup Alarm: 1248915-Back-Up Alarm
 Side Light Quantity: Lower Front Amber / Rear Clearance Red
 Cab Shield Light Quantity: 1 set Amber
 Metro Light Quantity: 1 set Red

EA	1.000	1249365	TARP ELEC MT MESH N/FL AL 10-16 IN!	
EA	1.000	1751287	HITCH 22" 45TON W/GLADS 7-PIN INST.	

Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [Vendor Information](#) > [State Contracts and Agreements](#) > [State Term Contracts](#) > Medium & Heavy Trucks

<< [Return](#)

Medium & Heavy Trucks 070-700-11-1

Effective Period 10/04/2010 through 09/30/2016

Contract Type State Term Contract

Contract Information

- [Pricing](#)
- [Contractors](#)
- [How to Use this Contract](#)
- [Frequently Asked Questions](#)

Contract Documents

[Microsoft Word](#) (1.10 MB)
[PDF](#) (1.19 MB)
[Amendments and Memorandums](#)

Contract Administration

- [Leslie Gallegos](#)
- (850) 410-2426
- leslie.gallegos@dms.myflorida.com

Commodity Codes

070-700, UNSPSC-25101600

Description

This State Term Contract is for the purchase of new Class 6, 7, and 8 medium and heavy chassis-cab trucks with or without installed options including various truck bodies and accessories.

Benefits

- Prices equate to discounts ranging from 10% to 74% off of list price (MSRP) based on truck, body, and selected options (specific ceiling prices listed)
- Additional discounts possible for large quantity, identical vehicle orders
- Lead-time: 90 - 180 days (based on truck, body, and selected options)
- Delivery included in price
- Statewide awards
- Wide product selection with approximately 86 base vehicles on contract, each with associated options
- Manufacturer's standard most-inclusive government warranty
- Model year pricing updates tied to Producer Price Index
- Includes select Ford, Freightliner, and International brand trucks with modern compliant emissions

Document reader download link

- [MS Word Viewer](#)
- [Adobe PDF Reader](#)

070-700-460	12 YARD DUMP TRUCK, TANDEM AXLE, CLASS 8, 64,000 LBS. GVWR (6X4)
33A-HD	
(REV 002 9-30-2013)	FREIGHTLINER M2, INTERNATIONAL 7000-SERIES, OR APPROVED EQUIVALENT
NOTE:	This detailed specification is not complete unless it is used in conjunction with all conditions of the Technical Specifications.
INTENDED USE	HAULING LOOSE MATERIALS SUCH AS DIRT, GRAVEL, ETC. AND TRANSPORTING UP TO TWO (2) INDIVIDUALS.
	64,000 LBS.
	PAYLOAD CAPACITY 41,800 LBS. (APPROX)
	*GVWR - Gross Vehicle Weight Rating is the total maximum weight of a fully equipped, fully loaded truck.
10	ENGINE:
	A. Diesel engine, wet sleeve, 8.3L, 285 Gross HP (per the latest issue of SAE J1349) and 800 lbs.-ft. Gross Torque, minimum. State Liters, Gross HP and Gross Torque.
LITERS, GROSS HP & GROSS TORQUE	Tampa Truck Center=8.3L, 300HP, 860 LB/FT Torque
	B. Emissions shall meet or exceed all applicable federal and State of Florida emissions and environmental laws, regulations, specifications, standards, and requirements in effect as of the date of manufacture. State Engine/ Emissions Type (Advanced EGR [Exhaust Gas Recirculation], SCR [Selective Catalytic Reduction], or Other) and Urea Tank Size (in gallons), if required.
ENGINE/EMISSIONS TYPE	Tampa Truck Center=SCR
UREA TANK SIZE (GALS.)	Tampa Truck Center=6 Gallons
	C. Standard cooling system with antifreeze.
	D. Dry type air cleaner with service (restriction) indicator.
	E. Engine protection system, at a minimum, must be activated by low engine oil pressure, and high engine temperature. System shall, at a minimum, include a warning light(s) and derate (ramp down) feature that will reduce engine power and speed, or shut down the engine when any of these functions exceed normal limits.
12	ELECTRICAL SYSTEM:
	A. Minimum 100 amps 12 v. alternator.
	B. Batteries to have a minimum total of 1100 CCA @ 0 degrees F.
20	TRANSMISSION:
	A. Minimum six (6)-speed automatic transmission with provisions for a PTO. Allison 3500RDS or Approved Equivalent.
	B. Electronic PTO overspeed control. Chelsea, Muncie or Approved Equivalent. State manufacturer and model no. bid.
MFR.	Tampa Truck Center=Muncie
MODEL NO.	Tampa Truck Center=SPD-1000
30	AXLES & SUSPENSION:
	A. Steel front axle and suspension, minimum 18,000 lbs. capacity.
	B. Front shock absorbers.
	C. Front wheel oil-lubricated bearings and seals.
	D. Single speed tandem drive rear axle, minimum 46,000 lbs. capacity. Rear axle ratio is to be a 6.14/6.17, or the closest possible ratio available that will provide a top speed of approximately 65 MPH. Minimum 46,000 lbs. rear suspension with minimum 54 inch steel walking beams. Hendrickson RT2-460/RT463 or Approved Equivalent. State rear suspension type & capacity, rear axle ratio, and top speed (MPH).
REAR SUSPENSION TYPE & CAPACITY	Tampa Truck Center=Hendrickson RT463, 46,000 lbs.
REAR AXLE RATIO	Tampa Truck Center=6.14
TOP SPEED (MPH)	Tampa Truck Center=67 MPH
	E. "No-Spin" or driver control traction differential (DCDL) for the rearmost axle or both rear axles.
	F. Front wheel hubs and rear axle shall be filled with synthetic lubricant.
40	PERFORMANCE ITEMS:
	A. Factory installed speedometer; odometer, ammeter or voltmeter, fuel gauge, engine oil pressure gauge, coolant temperature gauge, tachometer, air pressure gauge and dash mounted engine hour meter.
	B. Power steering.
50	COMFORT ITEMS:
	A. Factory installed AM-FM radio.
	B. Air conditioner with integral heater and defroster.
	C. Arm rests both sides, if available; sun visors, both sides.
	D. Tinted glass all windows, including windshield.
60	SAFETY ITEMS:

	A. Air horn(s), mounted under the cab or hood, or behind the front bumper.
	B. Standard electric horn.
	C. Daytime running lights.
	D. Outside mirrors, left and right side. Mirrors to be six (6) x twelve (12) inches, minimum, with convex mirrors on both sides. Mirrors and brackets shall be of rust and corrosive resistance materials such as stainless steel, aluminum, coated metals or composite materials. Painted mirrors and brackets are not acceptable.
	E. Automatic-adjustable volume backup alarm. Must meet latest issue of SAE J994, Type B, 107dB (A). Factory or dealer installed.
	F. Rain Flaps: Splash and spray suppressant rain flaps, straight grass type, installed on heavy-duty hangers. Factory or dealer installed.
	NO VENDOR ADVERTISING OR IDENTIFICATION WILL BE PERMITTED ON RAIN FLAPS.
	G. All access steps shall be self-cleaning slip-resistant grating.
62	BRAKES:
	A. ABS air brake system, minimum 13.2 cfm air compressor.
	B. Spring applied parking brake.
	C. Front and rear automatic slack adjusters.
	D. Front and rear dust shields.
	E. Outboard mounted brake drums, front and rear, if available. (NOTE: Allows brake repair without removing axle hubs.)
	F. Low air pressure warning indicator.
	G. Air dryer with heater. Bendix AD-9, AD-IP, AD-IS, Wabco System Saver 1200 or Approved Equivalent. State air dryer with heater type.
	AIR DRYER WITH HEATER TYPE Tampa Truck Center=WABCO SS-1200 with heater
70	TIRES & WHEELS:
	A. Tubeless radial tires with highway tread. Bid eight (8) 11R22.5H (16 PR) or larger rear tires and two (2) 385/65R22.5J (18PR) or larger front tires.
	B. All wheels to be one-piece steel disc, ten (10)-hole, I.S.O. hub pilot mount, 22.5 inch diameter.
	C. Inside rear and outside rear wheels to be fully interchangeable.
80	CHASSIS, FRAME, CAB:
	A. Minimum 64,000 lbs. GVWR, factory certified. State GVWR lbs.
	GVWR LBS. Tampa Truck Center=64000 lbs.
	B. Minimum 2,700,000 in-lbs. RBM to rear end of frame, factory reinforced if necessary. State frame RBM in-lbs.
	FRAME RBM IN-LBS. Tampa Truck Center=3,217,200
	C. Cab-to-axle (CA) dimension as recommended by the body manufacturer. CA must provide a cab/body (CB) clearance of three (3) to five (5) inches. State cab/body (CB) clearance.
	CAB/BODY CLEARANCE INCH(ES) Tampa Truck Center=3"
	D. Factory installed fuel tank(s), minimum 100 U.S. gallons. State fuel tank(s) capacity.
	FUEL TANK(S) CAPACITY Tampa Truck Center=100 Gallons
	E. Front tow hooks or tow pins.
	F. Standard front bumper.
82	CAB EQUIPMENT:
	A. Conventional cab, with tilt-type hood and fender assembly.
	B. High back air suspension driver seat with matching fixed base companion seat.
	C. Grab handle(s) for cab entry, located at each entry door.
	D. Manufacturer's standard paint and colors.
	E. Rear cab window with fixed tinted glass.
84	
	A. Twelve (12) cubic yard heavy-duty dump body, installed, with hoist and electric roll-up dump body tarp system as per enclosed specification DUMP-12.
	BODY MFR. Tampa Truck Center= Warren
	MODEL NO. Tampa Truck Center= FL660-14
	HOIST MFR. Tampa Truck Center= Warren
	MODEL NO. Tampa Truck Center= VTLW63110
	TARP MFR. Tampa Truck Center= Donovan
	MODEL NO. Tampa Truck Center= 5000-EL-D
	B. Vehicle shall meet all requirements of Title 49, Code of Federal Regulations, and 393.86 rear end protection.
	C. Body, hoist and electric roll-up dump body tarp system must be installed on the chassis and ready for use upon delivery.

90	CONDITIONS:
	A. Bidder shall provide a manufacturer's print-out (Ford "DORA"/"Commerical Truck Tools", Freightliner "Spec Pro", "GM AutoBook", International "Vehicle Specifications", Mack "Order/Customer/Vehicle Information", or Approved Equivalent) to verify the vehicle bid meets all the requirements of this specification. Also, any dealer installed aftermarket components, if specified, must be noted on the manufacturer's print-out.
	B. Welding shall not be permitted on the frame side rails, nor shall the frame rails be cut to lengthen or shorten the wheelbase. Wheelbase modifications are allowed only by sliding the suspension with the "AF" dimension affected accordingly (excess length behind the rear axle may be cut off as required). Any wheelbase modification shall result in a wheelbase and frame combination that is identical to one available from the manufacturer.
	C. Paint numbers are referenced only to identify colors.
COMMODITY NO.	DESCRIPTION
070-700-460	12 YARD DUMP TRUCK, TANDEM AXLE, CLASS 8, 64,000 LBS. GVWR (6X4)
Statewide	
RESPONDENT	TAMPA TRUCK CENTER
MAKE	FREIGHTLINER
MODEL (NAME AND #)	M2-106
DISCOUNT*	\$0
PRICE	\$91,278.72
	*Discount amount off vehicle Price if picked up by ordering Eligible User at Contractor's place of business.
Approximate delivery time required after receipt of order:	Tampa Truck Center=90-120 Days
070-700-460	12 YARD DUMP TRUCK, TANDEM AXLE, CLASS 8, 64,000 LBS. GVWR (6X4)
OPTIONS:	
5001	Rain shields over door windows, both sides. Auto Ventshade Co., or Approved Equivalent. Factory or dealer installed.
CODE	Tampa Truck Center=Auto Ventshade
PRICE	Tampa Truck Center=\$150
6001	Front clearance indicators. Factory or dealer installed. (Indicators shall be approximately thirty-six (36) inches in length located on the left and right front corners of the vehicle.)
CODE	Tampa Truck Center=Dealer
PRICE	Tampa Truck Center=\$250
6201	Automatic air brake drain system. ClearDrain System or Approved Equivalent. Bid in lieu of the air dryers specified in Section 62. G. Unit must be installed by the vehicle manufacturer. Dealer installed units are not acceptable. SEE SPECIFICATION ADS-1.
CODE	Tampa Truck Center=477-022
PRICE	Tampa Truck Center=\$2,080
7001	Tubeless radial tires with on/off highway tread for rear only. Bid eight (8) 11R22.5H (16PR) or larger tires for on/off highway use. Bid in lieu of base tires. Rear tires to be Bridgestone M711, General D450, Goodyear G164 RTD, Michelin XDE, Hankook Z35A, Double Coin RR150, Continental HDL or Approved Equivalent.
CODE	Tampa Truck Center=094-1E5
PRICE	Tampa Truck Center=\$181
8001	Pintle hook, installed. To be swivel type and must have a capacity of 49,000 lbs. gross trailer weight and 9800 lbs. vertical load, minimum. Hook shall be installed no more than fourteen (14) inches forward from the end of the body as measured from the center of the eye. Holland Model PH-760, Wallace Model B30 or Approved Equivalent. State manufacturer and model no. bid.
MFR.	Tampa Truck Center=Wallace
MODEL NO.	Tampa Truck Center=B30
CODE	Tampa Truck Center=B30
PRICE	Tampa Truck Center=\$1,750
	PURCHASER MUST SPECIFY BODY LENGTH AND TYPE (DUMP, STAKE, ETC.) IN ORDER FOR THE DEALER TO INSTALL THE PINTLE HOOK IN THE PROPER LOCATION
8002	Air brake package for straight truck and trailer. Full trailer air brake controls with air lines, glad hands and wiring routed to the rear end of the frame.
CODE	Tampa Truck Center=019-001
PRICE	Tampa Truck Center=\$843
8201	Special state color. DOT Yellow (DuPont Centari L9069A, Freightliner 3258, International 4421).
CODE	Tampa Truck Center=980-4H9
PRICE	Tampa Truck Center=NC
8202	Two-tone colors. Manufacturer's standard two-tone colors.
CODE	Tampa Truck Center=066-902
PRICE	Tampa Truck Center=\$1,426
8203	High back air suspension passenger seat. Bid in lieu of the matching fixed base passenger seat specified in Section 82.B.
CODE	Tampa Truck Center=760-081

	PRICE	Tampa Truck Center=\$339
8401		Vibrator installed on dump body. Phillips Temro, Inc., Model VIBRA 3000, or Approved Equivalent. To be installed on mounting base rather than dump body floor plate. State manufacturer and model no. bid.
	MFR.	Tampa Truck Center=Phillips Temro
	MODEL NO.	Tampa Truck Center=VIBRA 2000
	CODE	Tampa Truck Center=V2000
	PRICE	Tampa Truck Center=\$1,490
8402		Twin telescopic hoist for twelve (12) cubic yard dump body. Galion UT66392, Heil Model HP2T52-72, Warren CFT-5397 or Approved Equivalent. Hoist is to be an N.T.E.A. Class 110, minimum. Bid in lieu of hoist specified in DUMP-12. State manufacturer and model no. bid.
	MFR.	Tampa Truck Center=Warren
	MODEL NO.	Tampa Truck Center=CFT-5397
	CODE	Tampa Truck Center=Dealer
	PRICE	Tampa Truck Center=\$1,680

Blue Sheet No. 20150177	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 21
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TITLE:
Approve the purchase of a Midland Road Widener, \$117,046.13.

ACTION REQUESTED:
Approve award of project No. N-150125, the purchase of one Midland Road Widener Model SPR-6 at a price of \$117,046.13; a negotiated, lower price based on the competitively bid pricing of the BuyBoard National Purchasing Cooperative contract from Linder Industrial Machinery Company for DOT.

FUNDING:
\$117,046.13; Vehicle Replacement Fund; Included in Budget

Funds are available in Fleet Management’s budget from the sale of surplus DOT equipment.

Fund - Vehicle Replacement; Program – Fleet Management; Project – Vehicle and Rolling Stock
JB5191059401.506430.337

WHAT ACTION ACCOMPLISHES:
Authorizes the purchase of a Road Widener for DOT at a total cost of \$117,046.13.

MANAGEMENT RECOMMENDATION:
Approve.

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-1 <input type="checkbox"/> Other	Commissioner: Department: TRANSPORTATION Division: Operations By: David Loveland

Background:

On January 15, 2015, the Division of Procurement received a request from Fleet Management on behalf of DOT to obtain Board approval for the purchase of one Midland Road Widener Model SPR-6 at a price of \$117,046.13 from Linder Industrial Machinery Company. This is a negotiated, lower price based on the competitively bid pricing of the BuyBoard National Purchasing Cooperative contract and represents a savings of \$3,408.87 vs. the contract pricing.

The primary use for this equipment is to properly place asphalt and aggregates along the sides of roadways to specified thickness. This ability makes it the current tool for the construction of shoulders and bike lanes along roadways. In the past this operation was attempted with spreader box dump trucks which were more suited for small projects and could not handle asphalt. This equipment will enable DOT to provide safer shoulders and begin construction on many roadways identified for enhanced pedestrian

Required Review:					
David Loveland	Robert Franceschini	Corris L. McIntosh Jr.	Anne Henkel	Peter Winton	Doug Meurer
TRANSPORTATION	Purchasing	County Attorney	Budget Analyst	Budget Services	Public Works Director

facilities.

A summary of the benefits the acquisition of this piece of equipment vs. the current operation is as follows:

- Place asphalt. This cannot be done with the spreader box
- Place asphalt in the shoulder or in a radius
- Place material and grade it all in one pass with one piece of equipment
- Fix roadway issues that range from 1 foot to 6 feet wide

Funds for the purchase of this equipment are available in Fleet Management's budget from the sale of surplus DOT equipment at auction.

1. Equipment Quote from Linder Industrial Machinery
2. BuyBoard National Purchasing Cooperative Contract Pricing



Florida • North Carolina • South Carolina

1601 S. Frontage Road Plant City, FL 33563-2014
Phone: 813-754-2727 Fax: 813-754-0772 www.linderco.com

JANUARY 7, 2015

LEE COUNTY: TRANSPORTATION DEPT
OPERATIONS DIVISION
5560 ZIP DRIVE
FORT MYERS, FLORIDA 33905

ATTN: JEREMY NORVELL

QUOTATION

MIDLAND SPR-6 RIGHT HAND DISCHARGE ONLY ROAD WIDENER

STANDARD FEATURES:

SPREADS RIGHT ONLY

18" HEAT & OIL RESISTANT CONVEYOR BELT, VARIABLE SPEED
2.5 CUBIC YARD Hopper W/LH FOLDING DUMP HOPPER END & FLAPPER
TYPE DISCHARGE GATE

HYDRAULIC CONVEYOR DRIVES

RH STRIKE-OFF BLADE 1' TO 3' - (1) 2 FT STATIC BLADE SECTIONS
RH BLADE SUPPORT MAST W/HYDRAULIC GRADE & SLOPE CONTROL

OPERATOR'S CONTROL PANEL, W/SEAT & SEAT BELT

66 HP DEERE DIESEL ENGINE W/GAUGES & THROTTLE

FULL WIDTH HOPPER BIB

OSCILLATING PUSH ROLLERS IN EXTENDABLE FRAME

FRONT WHEEL DRIVE, FRONT WHEEL STEER

STANDARD ORANGE COLOR W/REFLECTIVE STRIPING

OPTIONAL EQUIPMENT:

HYDRAULIC VARI STRIKE-OFF, ADJ 1 WIDTH- TOTAL WIDTH TO 6 FT

HEAD LIGHTS, TAIL LIGHTS, 4 WAY HAZARD & ROTATING BEACON

WASH DOWN: PUMP FROM FUEL TANK, 20 FT HOSE & REEL

WARRANTY:
1 YEAR, 1,000 HOURS ON UNIT
2 YEARS ON ENGINE

SALE PRICE: \$117,046.13

DELIVERY: 30-60 DAYS AFTER RECEIPT OF ORDER
SALE PRICE GOOD FOR 30 DAYS

IF I can be of any further assistance, please do not hesitate to call.
Mobile (239) 633-5362

Sincerely,

A handwritten signature in cursive script that reads "Heath Draper". The signature is written in black ink and is positioned above the printed name.

Heath Draper



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888.835.3695

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Purchasing Cooperative- BuyBoard National



BuyBoard National Purchasing Cooperative

National Cooperative Supplemental – Athletic Supplies & Equipment 468-14; Expires: 3/31/2016 National Cooperative Supplemental – Furniture 468-14; Expires: 3/31/2016

The BuyBoard National Purchasing Cooperative is a national online purchasing cooperative formed between the National School Boards Association and several state school boards associations to streamline the buying process for schools, municipalities and other public entities. Developed to comply with state laws which require government entities to make purchases from an approved list of vendors who have gone through a competitive procurement process, BuyBoard gives districts the advantage of leveraging the cooperative's ability to obtain bulk discounts, combined with the ease of online, web-based shopping and ordering. Save time and money with BuyBoard.

How to Become a Member in Just Four Steps

1. For K-12 public schools only, it is required that you provide either a signed resolution or a copy of the minutes in which the board acted to join the Cooperative. Download the sample resolution for your district to adopt. Documentation must be provided that your governing board has formally agreed to join the Cooperative. Governmental entities are not required to submit a resolution.
2. Download the Interlocal Participation Agreement form.
3. Fax or email us the completed Interlocal Participation Agreement form. School districts also must provide either a signed resolution or a copy of the minutes of a board meeting in which the board acted to join the cooperative. You can fax the form to 703-519-6497 or email us buyboard@nsba.org.
4. We will send login information to your contact and you may begin purchasing through the BuyBoard National Purchasing Cooperative program.

Take a Test Drive

Visit the BuyBoard website and use the following information: user ID: nsbademo, and password: Demo4you.

Eligible Governmental Entities Include

- Cities
- Community Colleges
- Counties
- Municipalities
- Public Universities
- School Districts



EQUIPMENT COMPANY
 17474 Judson Rd. San Antonio, Tx. 78247
 Phone: (210) 657-5151 Fax: (210) 657-5871

December 31, 2014

Mr. Jeremy Norvell
 Lee County: Transportation Dept.
 5560 Zip Drive
 Fort Myers, FL. 33905

BuyBoard Quotation

One (1) New 2014 Midland Model SPR-6, Right-hand discharge road widener with 49 hp John Deere diesel, 18" wide heat & oil resistant conveyor belt with variable speed control, 2.5 cu. yd. hopper w/ LH folding dump hopper end & flapper type discharge gate, RH strike- off blade 1' to 3' - (1) 1'm (1) 2' static blade sections, RH blade support mast w/hyd. grade & slope control, operator's control panel seat & seatbelt, full width hopper bib, oscillating push rollers in extendable frame, front wheel drive, front wheel steer, orange color...	\$ 115,000.00
Hydraulic variable strike-off, adj. 1 width - Total width to 6'...	\$ 4,425.00
John Deere turbo diesel (4024HF295)...	\$ 4,950.00
Head lights, tail lights, 4-way hazard and rotating beacon...	\$ 4,525.00
Washdown pump from fuel tank w/ 20' hose and reel...	\$ 1,825.00
Total...	\$ 130,725.00
Buyboard Disc...	\$ (7,843.50)
\$	122,881.50
Freight/PDI...	\$ 5,000.00
Factory concession...	\$ (7,426.50)
Net BuyBoard price ...	\$ 120,455.00

Please issue p.o. to Cooper Eq. and fund Cooper Equipment Co.

This equipment will be delivered and supported by:

LINDER | INDUSTRIAL
MACHINERY
COMPANY

Plant City, Fl. 33563
 (813)754-2727 office

Signed: George A. Cooper, Pres

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Please select the appropriate link next to your State for more information about the BuyBoard and how to join:

Texas (Government Agencies)	<u>General Information</u>	<u>How to Join</u>
All Non-Profit Organizations	<u>General Information</u>	<u>How to Join</u>
All Other States - National Coop (Government Agencies)	<u>General Information</u>	<u>How to Join</u>

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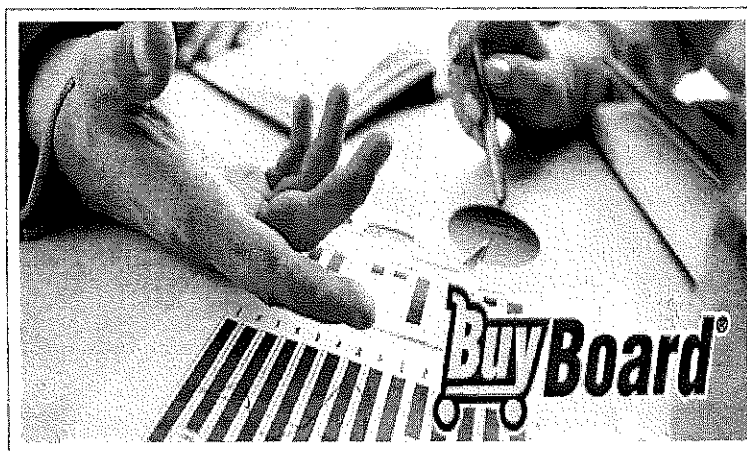
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BuyBoard National Purchasing Cooperative



The BuyBoard National Purchasing Cooperative is a national online purchasing cooperative formed between the National School Boards Association and several state school boards associations to streamline the buying process for schools, municipalities and other public entities. Developed to comply with state laws which require government entities to make

Who Can I Contact With Questions?

Email us at buyboard@nsba.org or call the BuyBoard team at 703-838-6749.

Working Together

We partnered with our state associations and created **National Connection**, a premium service

Partner Selection Process

purchases from an approved list of vendors who have gone through a competitive procurement process, BuyBoard gives districts the advantage of leveraging the cooperative's ability to obtain bulk discounts, combined with the ease of online, web-based shopping and ordering. Save time and money with BuyBoard.

customized to keep your school board up to date. You get exclusive benefits such as expert webinars, timely research, money-saving resources, newsletters, and more. **Join today**

What State Associations Do

What's Inside

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Council of Urban Boards of Education

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Learn how you can sell your products or services to a nationwide network of school districts, municipalities, and other non-profit organizations. **Read More**

Federal Relations Network

Training and Reference Materials

National Black Council

Step-by-step instructions, complete with screen shots, to make using BuyBoard easy and efficient. **Read More**

National Hispanic Council

About BuyBoard

National Caucus of American Indian/Alaska Native

Learn how BuyBoard is governed and which states currently participate in the purchasing cooperative. **Read More**

School Board Leadership Services

Helpful Links:

BuyBoard Demo (user ID: nsbademo, password: Demo4you)

Technology Leadership Network

NSBACConnect

About Us

NSBA represents state school boards associations and their more than 90,000 local school board members. We believe education is a civil right, and public education is America's most vital institution.

[Read more](#)

National School Boards Association

1680 Duke Street, Alexandria, VA 22314



Phone: 800-695-2919
 Fax: 800-211-5454
 Email: info@buyboard.com
 Welcome NSBA [Log Off]
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Welcome to BuyBoard, NSBA. You are logged in for NSBA Demo Shopping.

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only



Additional Searches:

- [Search by Vendor](#)
- [Browse Contracts](#)
- [Instructional Materials](#)

Welcome to the National Purchasing Cooperative demo site.

This site provides limited access to the BuyBoard with only the ability to use the search features of the site. All other functions such as the Request for Quote (RFQ), Purchase Order, Reports, and Shopping Cart have been inactivated. The purpose of the demo site is to provide access to the general search functions available on the BuyBoard to allow users to get a sense of how the site functions.

Not all vendors visible on the demo site are available in all states and vendor pricing may not be current.

From the left menu you have four search options:

Key Word Search: This search feature will return any portion of the term found in the following:

- Vendor Name
- Short Item Description
- Full Description
- Part number
- Brand
- Pricing Sheet (these are PDF documents provided by the vendor that contain catalog or price pages)

[Additional Resources](#)

Search by Vendor: Select and view a specific vendor's percentage discount or catalog pricing.

Browse Vendor Discounts: Displays entire list of commodities with associated contract categories. Select the contract category to display the percentage discount offered by the vendors off their published catalog or list price.

Instructional Materials: Instructional Materials are books, or sometimes software or an online resource. Due to the nature of the products, there are some built-in considerations in searching. Users will need to first select a product type (Instructional Materials, Technology Equipment, and Technology Services). Depending on the selection in the first box, other pull-down options will appear. There will be different options for each type of search.

BUYBOARD SERVICE REPRESENTATIVES

When you have questions about the BuyBoard, please feel free to contact the Service Representative for your area.

Central United States

David Ricketts	david.ricketts@buyboard.com	913-424-5758
Tamara Sites	tamara.sites@buyboard.com	573-330-7779

Eastern United States

Scott Ferguson	scott.ferguson@buyboard.com	215-317-7500
Jamie Cooke	jamie.cooke@buyboard.com	412-779-6353

Western United States

Jim Eider	jim.eider@buyboard.com	206-851-4811
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Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

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Search Results

Search:

Show results

Narrow Results:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

- Vendors
Cooper Equipment Company[X]
- Price Range
Show all prices
- Category
None Selected
- Contract
None selected

Additional Searches:

- [Search by Vendor](#)
- [Browse Contracts](#)
- [Instructional Materials](#)

Additional Resources



Vendor	Description	Price
Cooper Equipment Company	Rigid Gooseneck Trailer, 70,000 lb. Load capacity	
Cooper Equipment Company	Rigid Gooseneck Trailer, 100,000 lb. Load capacity	
Cooper Equipment Company	Hydraulic Detachable Gooseneck Trailer, 70,000 lb. Load capacity	
Cooper Equipment Company	Hydraulic Detachable Gooseneck Trailer, 100,000 lb. Load capacity	
Cooper Equipment Company	9% Discount Off Etnyre - Transport pricelist for All Other Trailers	Prici
Cooper Equipment Company	9% Discount Off Broce pricelist for Road Broom Equipment	Prici
Cooper Equipment Company	8% Discount Off Etnyre pricelist for Asphalt Emulsion Tanks	Prici
Cooper Equipment Company	8% Discount Off Etnyre pricelist (8% to 9% discount) for All Other Construction Equipment	Prici
Cooper Equipment Company	8% Discount Off Etnyre - TMLB-17 pricelist for Live Bottom Truck Bodies, Accessories, and Attachments	Prici
Cooper Equipment Company	8% Discount Off Etnyre - Falcon Live Bottom pricelist for Live Bottom Trailers, Etc.	Prici
Cooper Equipment Company	8% Discount Off Cimline pricelist for Asphalt Distributors	Prici
Cooper Equipment Company	7% Discount Off Schwarze pricelist for Road Broom Equipment	Prici
Cooper Equipment Company	7% Discount Off Schwarze pricelist (7% to 8% discount) for Pothole Patchers	Prici
Cooper Equipment Company	7% Discount Off Puckett pricelist (7% to 8% discount) for Asphalt Pavers	Prici
Cooper Equipment Company	7% Discount Off Etnyre pricelist for Chip Spreaders	Prici
Cooper Equipment Company	7% Discount Off Etnyre pricelist (7% to 8% discount) for Asphalt Distributors	Prici
Cooper Equipment Company	7% Discount Off Cooper pricelist for Construction Equipment Rental	Prici
Cooper Equipment Company	7% Discount Off Carlson pricelist for Asphalt Pavers	Prici
Cooper Equipment Company	5% Discount Off Bagela pricelist for Road Reclaiming Equipment	Prici
Cooper Equipment Company	4% Discount Off Midland pricelist (4% to 6% discount) for Material Handlers	Prici
Cooper Equipment Company	13% Discount Off Cimline pricelist for Melter Crack Sealers	Prici
Cooper Equipment Company	10% Discount Off Cooper pricelist for Pre-Owned/ Reconditioned/ Retired Rental Construction Equipment	

Showing 1 to 22 of 22 entries



The SPR-6 is LEGAL WIDTH in transport mode and requires NO PERMITS FOR TRANSPORT DAYS, NIGHTS OR WEEKENDS. The SPR-6 has FRONT WHEEL DRIVE AND STEERING, Modular Strike-off Blades and an 18 in. wide CHAIN DRIVE CONVEYOR and when equipped with the optional HYDRAULIC BLADE EXTENSION can spread from 1 to 6 ft. The SPR-6 is a versatile and productive machine for both contractors and municipalities needing a shoulder spreader machine.

SPECIFICATIONS

Engine:

Model 4024T John Deere Diesel – 49 HP (36.5 kw)
Hydraulic drives,
Front Steering /Drive Axle,
Two speed Hydrostatic Transmission,
Hydraulic/Air brakes,
Spring actuated Emergency/Parking Brake,
Travel Speed: 0 – 8 mph (18 km/hr.)
Working Speed: 0 – 150 ft/min.(46 m/min.)

Receiving Hopper: L.H. Folding

2.5 cubic yards (1.92 cu. m).
10 ft. (3.05 m) inside working width.
Material Bib - 3/4" thick (1.905 cm) Full width,
Reinforced Rubber

Conveyor:

High torque hydraulic motor drive
mounted on conveyor drive roller shaft w/sprockets
18 in. (46 cm) wide, Heat and oil resistant
Conveyor Belt bolted to Drive Chains,
Variable Speed Hydraulic Drive to 300 tph

Strike off Blade:

1 to 6 ft. (1.82 m) spread width, 18 in. (0.46 m) high
1 ft. (30 cm) & 2 ft. (60 cm) modular Blade sections
-Optional Hydraulic Section 2 to 3 ft. (60 to 91 cm)
Hydraulic Grade Control – 12 in. (30.5 cm)
above and below Grade
Hydraulic Slope control +/-16%

Push Rollers: Oscillating, Self cleaning and Hydraulically Extendible by 14 in. (36 cm.)

Specifications subject to change without notice. 3/12

Model SPR-6

SELF-PROPELLED ROAD WIDENER

Compact Folding Hopper design for Transport *without* **overwidth permits**

- 8 ft. 6 in. (2.6 m) TRANSPORT WIDTH
- RIGHT HAND DISCHARGE
- SPREAD WIDTH: 1 to 6 ft. (.3 m - 2 m)
- VARIABLE SPEED HYDRAULIC/CHAIN DRIVE CONVEYOR 300 TPH
- 49 hp (36.5 kw) DIESEL HYDRAULIC POWER (66 hp OPTIONAL)
- LOW COST OF OPERATION - EASY TO TRANSPORT
- FRONT WHEEL DRIVE AND STEERING

OPTIONAL FEATURES:

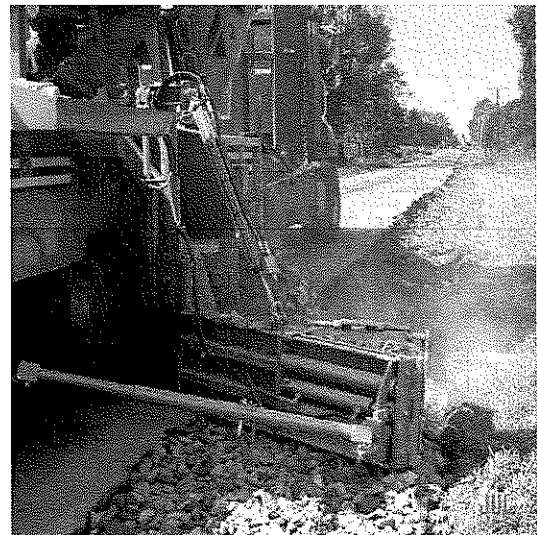
- Hydraulic Strike-off Blade Extension 2 to 3 ft. (60 - 91 cm)
- Hydraulically Extending Truck Push Rollers
- Light package - Head and Tail Lights, Warning Beacon
- Washdown System - Electric Pump, 20 ft. (6 m) Hose/reel & Hand Nozzle
- Trench Fill Strike off Box - Levels Material down to 34 in. (86 cm) below grade



SPR-6 handles large loads with ease



SPR-6 loads easily for transport

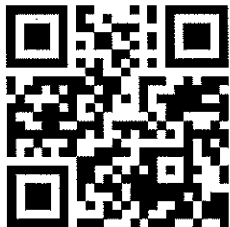
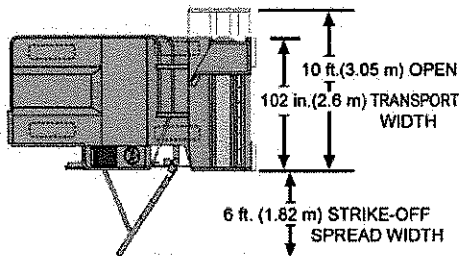
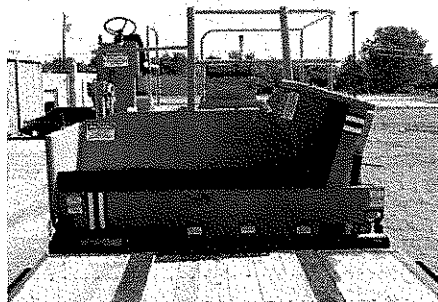


SPR-6 can place base or top course, above or below grade

Dimensions

- Length: 15 ft. 8 in (4.8 m.)
- Width: Travel - 8 ft. 6 in. (2.6 m)
Working - 10 ft. (3.05 m)
- Height: 8 ft. (2.44 m.)
- Turning Radius 17 ft. (5.18 m.)
- Wheelbase: 8ft. (2.44 m)

- Weight: 12,000 lbs. (5488 kg.)
- Track width: 5 ft. (1.52m)
- (4) 255/70R 22.5 Pneumatic Tires



Scan to see all Midland Models

CONTACT YOUR AUTHORIZED MIDLAND DEALER

WWW.ROADWIDENER.COM

MIDLAND MACHINERY CO., INC. 716-692-1200
101 CRANBROOK EXT. TONAWANDA, NY 14150
SALES@MIDLANDMACHINERY.COM



101 Cranbrook Ext.
 Tonawanda NY 14150-4110
 Ph. (716) 692-1200 Fax: (716) 692-1206

www.roadwidener.com
 e-mail: sales@midlandmachinery.com

SPR-6 Model Price List
Effective 03/01/2014
 Supersedes 02/04/2013

ITEM	Part Nos.	DESCRIPTION	PRICE
1	SPR-6-007	SPR-6 MODEL: Right Hand Discharge Only INCLUDES FOLLOWING STANDARD FEATURES: Spreads Right Only Strike Off Blade 1ft. to 3 ft. Fixed Blade-(Optional to 6 ft. w/ Item #2) Variable Displacement Hydraulic Pump Oscillating Push Roller in Extendible Frame Hydrostatic Transmission with Two Speeds 0-150 ft/min. 0-10 MPH Vari. Speed, Heat and Oil Resistant, Positive Drive Conveyor Belt, 18 in. Wide 49 HP John Deere Turbo Diesel Engine Variable Speed Conveyor Drive Front Wheel Drive and Steering Hyd. Grade Control & Hyd Slope Control Full Width Hopper Bib Operator Control Panel for one man operation	\$ 115,000.00
		OPTIONAL EQUIPMENT	
2	SP-900	1 ft. HYDRAULIC VARIABLE WIDTH STRIKE-OFF (12 in. Stroke)	\$ 4,425.00
3	SP-668	HYDRAULIC PUSH ROLLER ASSEMBLY	\$ 3,495.00
4	SA-726	TRENCH FILL STRIKE-OFF BOX For filling narrow edge drain trenches adjacent to pavement Box mounts on end of conveyor to direct aggregate in trench Strike-off levels material in trench up to 34" below pavement level Bracket to unit required (Specify SP, SA, WA, RW-100/195, BG750)	\$ 7,645.00
5	SP-1330	WASHDOWN Electric pump from fuel tank, 20 ft. hose with nozzle on reel	\$ 1,825.00
6	SP-1350	LIGHTS: Head lights, tail lights, 4 way hazard warning and rotating beacon	\$ 4,525.00
7	SPR-6-011	John Deere 4024HF295 66 HP Turbo Diesel option for SPR-6 -	\$ 4,950.00

ALL PRICES F.O.B. TONAWANDA NY - TAXES NOT INCLUDED
 Prices and specifications subject to change without notice or obligation

Blue Sheet No. 20150178	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 22
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TITLE:
Approve the lease of a 2015 Vac-Con Truck for DOT Operations for five years, annual cost \$95,010.81.

ACTION REQUESTED:
(A) Approve award of project N-150111 LEASE OF A 2015 VAC-CON TRUCK FOR DOT, a negotiated lease purchase agreement based on the competitively quoted pricing of the Florida Sheriff's Association Bid No. 14-12-0904 #47 from Southern Sewer Equipment Sales through Leasing 2, Inc.
(B) Approve a 5-year lease term (at the conclusion of which the County would own the vehicle) total amount is \$415,054.05.
(C) Approve a 5-year maintenance contract with Southern Sewer in the amount of \$60,000.
(D) Authorize the Board Chair on behalf of the BOCC to execute and sign the accompanying lease agreement and other ancillary documentation.

FUNDING:
\$95,010.81; Transportation Trust; included in Budget, Transportation

Funds to cover the first year lease and maintenance are available from the DOT Operations budget. This lease replaces a lease that is currently in place; therefore funds are included within the budget. Future yearly payments will need to be budgeted for each year; the annual payment would be \$95,010.81, made up of \$76,512 for the lease payment and \$6,498.81 for interest and \$12,000 for the maintenance. The total dollar amount for the lease purchase of a Vac-Con truck is \$415,054.05. In addition, the maintenance agreement is \$60,000 for five years.

Fund- Transportation Trust; Program- DOT Operations; Project- Vehicle and Rolling Stock
PC5410117500

WHAT ACTION ACCOMPLISHES:
Allows DOT to lease to own a Vac-Con truck with a maintenance agreement, to replace a current leased Vac-Con on which the lease is set to expire. Per year cost is \$95,010.81.

MANAGEMENT RECOMMENDATION:
Approve.

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-1 <input type="checkbox"/> Other	Commissioner: Department: TRANSPORTATION Division: Operations By: David Loveland

Background:
Option 1 – Purchase a new Vac-Con. Fund an upfront capital cost of \$382,560.00. This option is not budgeted; this payment would need to come from General Fund or Unincorporated MSTU Reserves. Average downtime cost is \$14,193 per year.

Required Review:					
David Loveland	Anne Henkel	Robert Franceschini	Peter Winton	Corris L. McIntosh Jr.	Doug Meurer
TRANSPORTATION	Budget Analyst	Purchasing	Budget Services	County Attorney	Public Works Director

Option 2 – Purchase a new Vac-Con with maintenance agreement. Fund an upfront capital cost of \$382,560 plus a yearly maintenance cost of \$12,000 per year. This option is not budgeted; this payment would need to come from General Fund or Unincorporated MSTU Reserves.

Option 3 - Lease to purchase with a maintenance agreement. Spread the capital cost over five years, pay \$32,494.05 in interest and avoid the upfront capital investment. This will allow DOT to replace the existing leased Vac-Con truck with a new lease; this monthly payment was anticipated and budgeted for.

Staff is recommending Option 3 which will ensure little to no down time with a vendor experienced in maintaining this type of large equipment.

On December 15, 2014 the Division of Procurement received a request from DOT to obtain Board approval for the lease of a Vac-Con truck. The lease payment was negotiated based on a piggyback of the Florida Sheriff's Association Bid No.14-12-0904, Specification #47. This vehicle will replace the existing leased truck. The current Vac-Con lease will reach the end of its leased contract in August 2015.

Lee County DOT Operations uses the Vac-Con truck on a daily basis for maintenance along county roadways. The Vac-Con truck is used to clear debris and dirt from pipes, culverts, and catch basins. This helps to resolve flooding issues especially during the rainy season. This is a lease purchase for the second of two Vac-Cons that Operations uses; the other was approved as a lease purchase on September 16, 2014.

The County will own the equipment at the end of the lease term. Funding for the initial payment is budgeted, subsequent lease payments will be made available from the DOT Operations budget. The per-year cost is \$95,010.81 (\$76,512 for the lease of equipment, \$6,498.81 for the cost of interest and \$12,000 for maintenance). Total costs for the 5-year term are \$475,054.05.

1. Proposal from Southern Sewer Equipment Sales
2. Lease proposal from Leasing 2, Inc.
3. Florida Sheriff's Association Bid Pricing



SOUTHERN SEWER EQUIPMENT SALES

3409 Industrial 27th St. • Ft. Pierce, FL 34946
(772) 595-9171 FAX • 1-800-782-4134 • (772) 595-6940

“A Certified MBE Woman Owned Business”

Ms. Kathy Ciccarelli
Lee County
5560 Zip Drive
Fort Myers, FL 33905
Via email: kciccarelli@leegov.com

December 17, 2014

Dear Ms. Ciccarelli,

*****Please note: The Florida Sheriffs Contract has separate specifications for the Sewer Cleaner Body and Chassis. This proposal does not include the cost for the chassis.***

Southern Sewer Equipment Sales is pleased to announce the opportunity for Lee County to purchase a new Vac-Con Sewer Combination Cleaner Body from the Florida Sheriff's Contract No. 14-12-0904, Specification #47.

The base Vac-Con model on Specification #47 includes the following items:

New Vac-Con Sewer Combination Cleaner Model V311HN/1000 ***Single Engine Design***

11 Yard Debris Tank
80 GPM @ 2500 PSI Water System
3 Stage Centrifugal Compressor
1000 Gallon Fresh Water Capacity
Hydraulic Rear Door Locks
Front Mounted Fixed Boom
Front Mounted Fixed Hose Reel
400' of Sewer Hose
20' Aluminum Tubes with Quick Clamps
Sanitary Nozzle, Penetrator Nozzle
Fire Extinguisher
Triangle Kit

Base Bid Price: \$161,718.00

Optional Equipment:

600' x 1" Hose Reel Capacity	(\$2,293.00)
Articulating Hose Reel (includes Hose Footage Counter)	\$12,908.00
Wireless Remote	\$4,251.00
Variable Flow Water System, Includes 2 Additional Nozzles	\$1,151.00
824 PD Blower	\$21,354.00
10' Telescoping Boom Assembly with Pendant Control Station	\$12,529.00
Lighting Package: Boom Mounted Flood Lights, Rear Mounted Flood Lights, Front & Rear Mounted Strobe Lights with Limb Guards, Arrowstick & Hand Held Spot Light	\$4,163.00

Municipal Performance Package #1: Storage Box Behind Cab, Debris Body Power Flush System, 50' Capacity Hand Gun Hose Reel, Low Water Alarm, Body Load Limit Alarm, Back Up Alarm, 2.5" Water Drain Valve, 6" Knife Valve	\$8,111.00
Hydro Excavation Package: 50' High Press Hand Gun Reel, High Press Unloader Valve & High Press Extendable (5') Excavation Nozzle with Quick Disconnect	\$5,422.00
Remote Grease Zerk Assembly Package: Boom, Debris Tank & Articulating Hose Reel	\$5,548.00
Heavy Reinforced Elbow	\$1,013.00
Back Up Camera System with Monitor	\$1,595.00
16 Yard Debris Tank with Flat Style Rear Door and 1500 Gallon Water Capacity (<i>unpublished option, includes 3.5% discount</i>)	\$33,710.35
Rear Splash Shield Steel, 3-9 o'clock position (<i>unpublished option, includes 3.5% discount</i>)	\$1,830.61
Folding Pipe Rack, Tank Mounted Curbside (<i>unpublished option, includes 3.5% discount</i>)	\$2,543.74
Aluminum Storage Box Behind Cab in lieu of Steel (<i>unpublished option, includes 3.5% discount</i>)	\$2,397.06
2) Roll Out Shelves for Storage Box (<i>unpublished option, includes 3.5% discount</i>)	\$1,397.32
600' x 1" Sewer Hose in lieu of 400' (<i>unpublished option, includes 3.5% discount</i>)	\$779.72
Dual Roller Level Wind Guide (<i>unpublished option, includes 3.5% discount</i>)	\$159.23
Flood Light at Water Pump (<i>unpublished option, includes 3.5% discount</i>)	\$272.13
Reverse Pivot Hose Reel, Pivot to Passenger Side	No Charge
80 GPM @ 2,000 PSI Water System in lieu of 80 @ 2,500	<u>(\$1,000.00)</u>

Final Model After Options: VPD3616LHRAEN/1500

TOTAL PRICE FOR VAC-CON BODY: \$279,560.16

New Freightliner 114SD Chassis (<i>Proposal submitted to the County by Lou Bachrodt Freightliner</i>)	<u>\$103,000.00</u>
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TOTAL BODY & CHASSIS: \$382,560.16

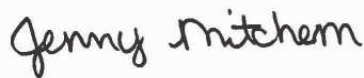
The County may consider the following additional options:

Maintenance Plan for Vac-Con Body and Freightliner Chassis
(*based on 8,000 miles per year*).....\$12,000.00 per year up to 5 years

The body price includes mounting the Vac-Con body to the chassis. Please review the Florida Sheriffs Contract for chassis options. The chassis supplier should drop ship the chassis to Vac-Con in Green Cove Springs, FL. The specifications should be approved by Vac-Con before ordering the chassis.

We appreciate the opportunity to provide this equipment to Lee County. Please feel free to contact Michael Fitzgerald at (772) 201-9432, if you have any questions.

Sincerely,



Jenny Mitchem
Sales Coordinator



Lessee
Lee County Board of County Commissioners

Vendor
Southern Sewer Equipment Sales

Proposal Date:	December 30, 2014
Equipment Description:	1- Vac-Con V311HN/1000 Vacuum Truck with a Freightliner 114SD Chassis
Commencement Date:	February 15, 2015
	<u>Option 1</u>
Equipment Cost:	\$382,560
Lessee Down Payment:	
Amount Financed:	\$382,560
Lease Term:	5 Years
First Payment Date:	9/15/2015
Payment Frequency:	Annual
Lease Rate:	3.23%
Payment Amount:	\$83,010.81
Payment Factor:	0.21699
The information contained in this lease quote is privileged and confidential. Any communication of this information in whole or in part is prohibited.	

Qualifications:

- Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:
 - Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.
 - Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.
 - Fixed Rates:** Rates for ten (10) years and under are fixed for the entire term. Terms over ten (10) years have a one time rate adjustment after ten years to the then current interest rates for the remaining term.
- Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.
- Financial Reporting:** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-for profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.
- Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.
- Bank Qualified:** Lessee shall certify that it has not designated, and does not reasonably anticipate designating, more than \$10,000,000.00 of obligations during the calendar year that the proposed lease is executed.
- Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, and qualified as a tax exempt obligation under the tax reform act of 1986 as amended.

Lessor: Leasing 2, Inc.

BY: Rick Carney

(via email or facsimile)

DATE: December 30, 2014

Phone: 800-287-5155

x16

rcarney@leasing2.com



VISIT OUR WEBSITE:
www.leasing2.com

REQUEST TO PROCEED:

When you are ready to proceed and would like to move towards finalizing this lease, please acknowledge that you have reviewed this entire proposal and understand its contents and that you have awarded this business to Leasing 2, Inc. by completing this section of the proposal and emailing or faxing it to Leasing 2. We will immediately email you "next step" instructions.

In the event Lessee refuses to finalize this transaction once this "Request to Proceed" has been signed and received by Lessor, Lessee agrees to pay Lessor \$1,000.00 in order to cover costs incurred by Lessor as a result of receiving this "Request To Proceed" from Lessee.

We appreciate your confidence and consideration.

Proposal date: December 30, 2014 **Option Chosen:** _____ (where applicable)

Upcoming Governing Body meeting date for lease approval: _____

Lee County Board of County Commissioners

Name of Lessee

Authorized Signature

Date

Printed Name Of Authorized Signature

Title

Contact Name (If Different Than Authorized Signature)

Contact Phone

Contact E-Mail Address

Contact Fax

Last month of your budget year? _____

*Please complete the above information and **fax or email** all pages of the proposal to
813-258-9333 / rcarney@leasing2.com*

**** Important: A Resolution will be required with the lease contract ****

**In the event that you require board action to sign this proposal,
please call us so that we may forward the preferred form for the meeting.**

BID AWARD ANNOUNCEMENT

14-12-0904

Effective Dates:

October 3, 2014– September 30, 2015

**Cab & Chassis Trucks
& Other Fleet Equipment**

***Participating Sheriffs Offices & Local Governmental
Agencies of the State of Florida***

Coordinated By

**The
Florida Sheriffs Association
& Florida Association of Counties**



MEMO



FLORIDA SHERIFFS ASSOCIATION

P. O. Box 12519 • Tallahassee, FL 32317-2519
PHONE (850) 877-2165 • FAX (850) 878-8665
WEB SITE: www.flsheriffs.org

DATE: October 3, 2014

TO: **ALL PROSPECTIVE PARTICIPANTS**

FROM: Steve Casey Becky Keillor Peggy Goff Drew Terpak
Executive Director Bid Coordinator Assistant Executive Director Business Operations Manager

RE: **Cab & Chassis Trucks
& Other Fleet Equipment
BID NO.: 14-12-0904**

We are pleased to announce that the Florida Sheriffs Association and the Florida Association of Counties has successfully conducted its 12th statewide competitive bid for vehicles which includes trucks, backhoes, motorgraders, agriculture type tractors, skid steer loaders, street sweepers, generators, and light towers. **This contract is effective beginning October 3, 2014 through September 30, 2015, as long as vehicles are available through fleet.**

Bids will be extended and guaranteed to any and all units of local governments and political subdivisions including, but not limited to, county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract.

In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at dterpak@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

All interested parties who wish to purchase from this contract may do so by following these simple procedures:

ORDERING INSTRUCTIONS

1. Contact the awarded dealership listed in the zone from which you wish to purchase and advise them of your interest to purchase from **Bid No. 14-12-0904**. They will assist you with the placement of your order and answer any questions you may have regarding the



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>10 CUBIC YARD COMBINATION SEWER CLEANING/VACUUMING MACHINE (Specification #47)</u>			
Pat's Pump & Blower	2015 Aquatech B-10	Western	\$169,489.00
Pat's Pump & Blower	2015 Aquatech B-10	Northern	\$169,489.00
Pat's Pump & Blower	2015 Aquatech B-10	Central	\$169,489.00
Pat's Pump & Blower	2015 Aquatech B-10	Southern	\$169,489.00
Container Systems & Equip. Co., Inc.	2015 Super Products Camel 200	Western	\$189,875.00
Container Systems & Equip. Co., Inc.	2015 Super Products Camel 200	Northern	\$189,875.00
Container Systems & Equip. Co., Inc.	2015 Super Products Camel 200	Central	\$189,875.00
Container Systems & Equip. Co., Inc.	2015 Super Products Camel 200	Southern	\$189,875.00
	2015 Vacall AJV 1010	Western	-- NB --
GS Equipment, Inc.	2015 Vacall AJV 1010	★Northern	\$156,495.00
GS Equipment, Inc.	2015 Vacall AJV 1010	★Central	\$156,495.00
GS Equipment, Inc.	2015 Vacall AJV 1010	★Southern	\$156,495.00
Southern Sewer Equipment Sales	2015 Vac-Con 11 Yard	★Western	\$161,718.00
Southern Sewer Equipment Sales	2015 Vac-Con 11 Yard	Northern	\$161,718.00
Southern Sewer Equipment Sales	2015 Vac-Con 11 Yard	Central	\$161,718.00
Southern Sewer Equipment Sales	2015 Vac-Con 11 Yard	Southern	\$161,718.00
Environmental Products of Florida Corp.	2015 Vactor 2100 Plus	Western	\$185,855.00
Environmental Products of Florida Corp.	2015 Vactor 2100 Plus	Northern	\$185,855.00
Environmental Products of Florida Corp.	2015 Vactor 2100 Plus	Central	\$185,855.00
Environmental Products of Florida Corp.	2015 Vactor 2100 Plus	Southern	\$185,855.00



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

10 CUBIC YARD COMBINATION SEWER CLEANING/VACUUMING MACHINE SPECIFICATION #47

2015 Vac-Con 11 Yard

The Vac-Con 11 Yard purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★ Western	Northern	Central	Southern
BASE PRICE:	\$161,718.00	\$161,718.00	\$161,718.00	\$161,718.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	11 Yard			
DEALER:	Southern Sewer Equipment Sales	Southern Sewer Equipment Sales	Southern Sewer Equipment Sales	Southern Sewer Equipment Sales
ZONE:	★ Western	Northern	Central	Southern
BASE PRICE:	\$161,718.00	\$161,718.00	\$161,718.00	\$161,718.00

Order Code	Delete Options	All Zones
	Downgrade to smaller unit - specify <i>Model V390HN/1000, 9 Yard Debris Tank to be Mounted on Single Rear Axle Chassis</i> ¹	(\$7,081.00) ¹
	Downgrade to smaller unit - specify <i>600' x 1" Hose Reel Capacity</i> ¹	(\$2,293.00) ¹
	Downgrade to smaller unit - specify <i>60 GPM @ 2,000 PSI Water System</i> ¹	NC ¹
	Delete option - specify <i>50 GPM @ 3,000 PSI Water System with 400' x 3/4" Hose</i> ¹	NC ¹
	Delete option - specify	NA
	Delete option - specify	NA
	Delete option - specify	NA
	Delete option - specify	NA

Order Code	Add Options	All Zones
	Upgrade to larger unit - specify <i>Model V311HN/1300, Upgrade to 1300 Gallon Water Capacity (Replaces side mounted tool boxes with behind the cab tool box)</i> ¹	\$4,915.00 ¹
	Upgrade to larger unit - specify <i>Model V312HN/1000, Upgrade to 12 Yard Debris Tank</i> ¹	\$4,915.00 ¹
	Upgrade to larger unit - specify <i>Model V311SHN/1000, Upgrade to 6' Telescoping Boom with Pendant Control Station (Tube in Tube), Replaces Fixed Boom Assembly</i> ¹	\$8,348.00 ¹
	Articulating hose reel <i>Includes Hose Footage Counter</i> ¹	\$12,908.00 ¹
	Hi-dump <i>Variable - Providing 19" Vertical Lift with 10" Offset to Rear</i> ¹	\$14,199.00 ¹
	Wireless remote	\$4,251.00
	Variable flow water system <i>Includes 2 Additional Nozzles</i> ¹	\$1,151.00 ¹
	Hydraulic pump-off system <i>575 GPM, Mounted on Rear Door</i> ¹	\$11,642.00 ¹
	Positive displacement blowers <i>824 PD Blower</i> ¹	\$21,354.00 ¹
	Optional equipment - specify <i>Dual Engine Configuration, Includes High Volume Hydrostatic Pump Upgrade and Auxiliary Engine Remote Oil Drain</i> ¹	\$10,867.00 ¹
	Optional equipment - specify <i>10' Telescoping Boom Assembly with Pendant Control Station (Tube in Tube), Replaces Fixed Boom Assembly</i> ¹	\$12,529.00 ¹
	Optional equipment - specify <i>Lighting Package: Boom Mounted Flood Lights, Rear Mounted Flood Lights, Front & Rear Mounted Strobe Lights with Limb Guards, Arrowstick & Hand Held Spotlight</i> ¹	\$4,163.00 ¹

VEHICLE:	11 Yard			
DEALER:	Southern Sewer Equipment Sales	Southern Sewer Equipment Sales	Southern Sewer Equipment Sales	Southern Sewer Equipment Sales
ZONE:	★ Western	Northern	Central	Southern
BASE PRICE:	\$161,718.00	\$161,718.00	\$161,718.00	\$161,718.00

	Optional equipment - specify <i>LED Lighting Package Upgrade: ICC LED Lights, Upgrade to LED Front & Rear Strobe Lights, Upgrade to LED Boom Mounted Flood Lights, Upgrade to LED Rear Mounted Flood Lights, Upgrade to LED Arrowstick, LED 4 Corner Strobe System - Bumper Mount (Requires Lighting Package)</i> ¹	\$4,602.00 ¹
	Optional equipment - specify <i>Municipal Performance Package #1: Storage Box Behind Cab, Debris Body Power Flush System, 50' Capacity Hand Gun Hose Reel, Low Water Alarm, Body Load Limit Alarm, Back Up Alarm, 2.5" Water Drain Valve, 6" Knife Valve</i> ¹	\$8,111.00 ¹
	Optional equipment - specify <i>Municipal Performance Package #2: Lazy Susan or Folding Pipe Rack, Additional 10' Tubes, Dual Roller Level Wind Guide, Additional 100' Hose, Nozzle Rack, Rear Tow Hooks, Adjustable Air Gap, First Aid Kit</i> ¹	\$4,758.00 ¹
	Optional equipment - specify <i>Hydro Excavation Package: 50' High Press Hand Gun Reel, High Press Unloader Valve & High Press Extendable (5') Excavation Nozzle with Quick Disconnect</i> ¹	\$5,422.00 ¹
	Optional equipment - specify <i>Remote Grease Zerk Assembly Package: Boom, Debris Tank & Articulating Hose Reel</i> ¹	\$5,548.00 ¹
	Optional equipment - specify <i>Heavy Reinforced Elbow</i> ¹	\$1,013.00 ¹
	Optional equipment - specify <i>80 GPM @ 3,000 PSI Water System, Includes 500' x 1" Sewer Hose (Consult Dealer for Pricing & Chassis HP Requirements)</i> ¹	NA ¹
	Optional equipment - specify <i>Back Up Camera with Monitor</i> ¹	\$1,595.00 ¹
	Optional equipment - specify <i>Hydraulic Rear Door Opener</i> ¹	\$3,457.00 ¹
	Optional equipment - specify <i>Flat Style Rear Door with Hydraulic Rear Door Opener, in lieu of Dome Style Rear Door</i> ¹	\$4,962.00 ¹
	Optional equipment - specify <i>Gravity Drain System: Plumbing to Mid-Passenger Side of Unit, Allowing Return of Liquids to Manhole</i> ¹	\$1,722.00 ¹
	Optional equipment - specify <i>FMC Water Pump in lieu of Giant</i> ¹	\$1,984.00 ¹
	Optional equipment - specify	NA
	New state tag (specify state, county, city, sheriff, etc.)	NA
	Transfer existing registration (must provide tag number)	NA
	Temporary tag	NA
	Maintenance Plan - specify <i>Vac-Con Body Only (price is per year based on 5 years and 8,000 miles per year)</i> ¹	\$9,500.00 ¹
	Maintenance Plan - specify	NA
	Warranty - specify <i>Vac-Con Body Extended Warranty (price is per year up to 5 year maximum total warranty)</i> ¹	\$4,176.00 ¹
	Warranty - specify	NA
% Discount ¹	Discount percentage off manufacturer's current published retail prices for non-specified options and any optional models bid. This discount ONLY APPLIES to a downgrade or an upgrade to the model listed in this specification. It does not apply to a completely different make or model. (The discount is applied to the manufacturer's current published retail prices.)	\$3.50 ¹

Blue Sheet No. 20150154	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 23
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TITLE:
Removal of accounts receivable balance on customer account after settled debt agreement.

ACTION REQUESTED:
Approve removing \$61,333.89 in uncollectible debt from the Deep Lagoon Boat Club account and instruct the County Attorney's office to proceed with releasing the lien on the property.

FUNDING:
No funding required.

WHAT ACTION ACCOMPLISHES:
Removes uncollectible accounts receivable balance for financial reporting purposes on customer account after settled debt agreement on foreclosed property.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input checked="" type="checkbox"/> Other Approval	Commissioner: All Department: UTILITIES Division: No Divisions By: Pam Keyes

Background:
The Deep Lagoon Boat Club account balance was from long-term unpaid service fees. It is standard policy that LCU will disconnect water service and forward unpaid accounts to a collection agency before the overdue account balances become unreasonable. In this specific case, LCU was advised by the County Attorney's Office that if the water service, which was connected to the fire line, was shut off it would create a liability to the County should there be a fire at the property and there was a delay in providing fire protection service.

LCU worked with the previous account owner over the years to establish a payment plan, which they agreed to but did not meet. The delinquent account was turned over to our collection agency, which compelled the customer to start paying some amount on a regular basis beginning in February, 2014. Knowing that the property was most likely going into foreclosure, LCU worked with the County Attorney's Office to place a lien on the property. Full payment for the utilities lien was not expected given the property had other liens in place that typically take precedence over outstanding utility fees. LCU was notified in December 2014 that the property was in foreclosure.

(CONT'D.)

Required Review:					
Pam Keyes	Michael D. Jacob	Reginald Kantor	Mike Figueroa	Peter Winton	Doug Meurer
UTILITIES	County Attorney	Budget Analyst	Risk	Budget Services	Public Works Director

BS 20150154

Once the new property owner contacted LCU to establish a new account, he was very willing to work with us to recover some amount due (approximately 52%), in the spirit of establishing a cooperative customer relationship.

Original Signature Documents to follow: 0

Attachments:

- 1) Copy of Debt settlement letter
- 2) Copy of Debt settlement agreement



LEE COUNTY
SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS

John E. Manning
District One

December 22nd, 2014

Cecil L. Pendergrass
District Two

Sam Lowrey
Director of Real Estate
MarineMax
2600 McCormick Dr., Ste 200
Clearwater, FL 33759

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Re: LCU Account: 1108553-7
Account Name: Deep Lagoon Boat Club, LLC
Service Address: 14070 McGregor Blvd, Fort Myers, FL 33919

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
Chief Hearing Examiner

Dear Mr. Lowrey,

As we discussed by phone last week, attached you will find the Debt Settlement Agreement for the above referenced account.

Upon receipt of the signed agreement and the \$65,000 settlement payment, we will release the lien on the property.

Should you have any questions or concerns regarding the attached, please feel free to contact me at 239-533-8544 or by e-mail at PKeyes@leegov.com.

Sincerely,

Pam Keyes,
Utility Director
Lee County Utilities

BS 20150154

DEBT SETTLEMENT AGREEMENT

Lee County Utilities (herein referred to as LCU) and Boating Gear Center, LLC (d/b/a MarineMax) agree to negotiate and settle the debt owed to LCU for water and wastewater service provided to 14070 McGregor Blvd, Fort Myers, FL 33919 for the period February 19th 2007 through February 25th, 2014.

Under this agreement the following terms and conditions apply:

1. LCU and MarineMax agree that the outstanding debt on the date that MarineMax received title by foreclosure is \$126,333.89.
2. Both parties agree that LCU will accept a payment of \$65,000 in settlement of the debt in full.
3. LCU agree to compromise the debt under the condition that they will receive the payment by January 28, 2015.
4. If payment is not received by January 28, 2015, LCU shall immediately demand the payment of the original amount owed.

The parties agree that the terms of this Agreement are the result of negotiations between the parties and constitute a final accord and satisfaction concerning the above referenced account.

All settlement terms herein are dependent upon receipt of final payment by way of the amount of \$65,000.

Except only to enforce the terms of this Agreement, each party agrees not to bring any claim of any kind against the other party to this Agreement concerning any matter released by this Agreement. Each party further agrees that this Agreement constitutes a bar to any such future claim.

No modification to any provisions contained in this Agreement shall be binding upon any party unless made in writing and signed by all parties.


Each party represented has the authority to enter into Agreement on behalf of his/her or its respective organization.

Payment may be sent to:
Lee County Utilities
Attention: Amanda Jobes
7391 College Parkway
Fort Myers, FL 33917

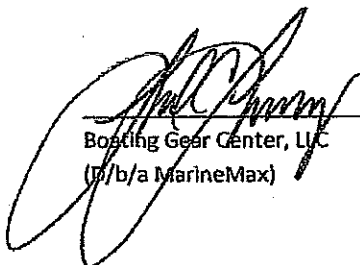
Upon receipt and subsequent clearance of the agreed upon payment, LCU agree(s) to immediately satisfy or otherwise resolve any lien against the property that is subject to this agreement.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

SIGNED



Lee County Utilities 1/7/15
Date



Boating Gear Center, LLC 1/13/15
(d/b/a MarineMax) Date

Blue Sheet No. 20150142	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 24
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TITLE:

Increase annual expenditure for electronic components to \$150,000 for Bid Waiver W130180 to Rexel Mader Motor & Control

ACTION REQUESTED:

- A) Approve an increase in the annual expenditure from \$100,000 to \$150,000 under Bid Waiver W-130180 Rockwell Automation / Allen Bradley Parts and Services, from Rexel Mader Motor and Control.
- B) Authorize the terms of this waiver for 5 consecutive years, effective upon board approval.

FUNDING:

Estimated annual expenditure of \$150,000; LCU Enterprise Fund: Included in the FY14/15 Operating Budget.

Enterprise Fund, the Lee County Utilities Operations fund; Programs-Water Treatment Plants, Wastewater Treatment Plants, Wastewater Collection; Projects-Equipment Repair Parts, Data Processing; Funds are available in account strings: OD5360148700.503460, OD5360548700.504635, OD5360848700.503460, OD5361848700.503460, OD5361948700.503460, OD5362048700.503460, OD5362348700.503460, OD50632448700.504635, OD5362548700.503460, OD5362748700.503460, OD5362848700.503460, OD5362948700.503460, OD5363148700.503460, OD5365148700.503460, OD5365248700.503460 and OD5360448700.504635

WHAT ACTION ACCOMPLISHES:

Increases the approved annual expenditure amount of \$100,000 to \$150,000.00 to Rexel Mader Motor and Control, sole source local distributor for Rockwell/Allen Bradley parts and services. This procurement process was advertised per the Procurement policy and no Letters of Interest were received, making the formal bid process unnecessary. This action will allow LCU to increase the approved annual expenditure for purchase of Allen Bradley controllers, frequency drives and software from the sole provider of logic controllers, variable frequency drives, software, relays and other electronic components, which are used at 80% of Lee County's Water and Wastewater facilities.

MANAGEMENT RECOMMENDATION:

Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-4 <input type="checkbox"/> Other	Commissioner: All Department: UTILITIES Division: No Divisions By: Pam Keyes

Background:

A) Options
 If request is approved, LCU will continue to purchase controllers, frequency drives and software from

Required Review:					
Pam Keyes	Robert Franceschini	Reginald Kantor	Mike Figueroa	Peter Winton	Corris L. McIntosh Jr.
UTILITIES	Purchasing	Budget Analyst	Risk	Budget Services	County Attorney
Doug Meurer					
Public Works Director					

local designated sole source supplier with an approved annual estimated expenditure of \$150,000. If request is not approved, LCU would be limited on the amount of services procured under this contract.

On October 17, 2014 Procurement Management received a request from Lee County Utilities to obtain BOCC approval to increase Bid Waiver No W-130180 annual expenditure amount from \$100,000 to \$150,000. This annual increase of expenditure is needed for parts, supplies and services necessary to complete system upgrades at various water and wastewater facilities.

Bid Waiver No W-130180 was approved by Procurement Management on January 8, 2013 for an annual not to exceed amount of \$100,000. This procurement process was advertised per the Procurement policy and no Letters of Interest were received, making the formal bid process unnecessary. Rexel Mader Motor and Control is the local designated sole source distributor for Rockwell / Allen Bradley parts and services. These controllers, frequency drives and software and other electronic components are used at 80% of LCU water and wastewater facilities. The anticipated demand for these services and supplies are greater than the annual approved expenditure amount. The terms and conditions of the existing contract will remain in place.

Below is a list of upcoming parts and or projects that we anticipate purchasing for the next three fiscal years.

Project	FY 14/15 Est. Cost	FY 15/16 Est. Cost	FY 16/17 Est. Cost
Pinewoods Controls Upgrade	\$89,000	\$0	\$0
Lift Station 481 or 482 Controls Upgrade	\$40,000	\$40,000	\$0
Miscellaneous plant replacements	\$25,000	\$50,000	\$50,000
Allen Bradley PLC Replacement at Corkscrew & N. Lee County	\$0	\$50,000	\$50,000
	\$154,000	\$140,000	\$100,000

LCU, and most County Departments, have gained benefits from standardizing equipment; such as reduced maintenance parts inventory, improved efficiencies from interchangeable parts, improved staff expertise and proficiencies, improved safety and lowering operations costs. The County has embraced equipment standardization in other areas, including facilities and fleet maintenance.

Most equipment manufacturers designate sole source distributors assigned specific territories for sale of their products. Similar business practices are employed for equipment throughout the County, such as Ford automobiles, Microsoft Office, elevators and HVAC systems.

D) Attachments

- 1) Justification for Sole Source
- 2) Rexel Mader Sole Source Letter
- 3) Dept Request for Increase to Waiver

JUSTIFICATION FOR SOLE SOURCE AND/OR WAIVER PURCHASE

REQUISITION NUMBER _____ DATE 1/04/2013

DEPARTMENT Utilities BUSINESS UNIT Electrical Systems

SUGGESTED VENDOR

Rexel

ITEM DESCRIPTION AND REASON FOR SOLE SOURCE AND/OR WAIVER:
(MAY ALSO BE ATTACHED AS A MEMO)

Rexel is the sole provider of Allen Bradley parts and services for the Lee County area.

TECHNICAL CHARACTERISTICS:

Allen Bradley components are used in more than 80% of our water, waste water facilities.
They are the manufacture of program logic controllers, variable frequency drives, software,
relays and other electronic components.

REASON FOR REQUESTING SOLE SOURCE:

ITEM MUST MATCH EXISTING EQUIPMENT, WHICH IS:

Allen Bradley program logic controllers, variable frequency drives and software.

ITEM IS A REPAIR PART FOR EXISTING EQUIPMENT, WHICH IS:

ITEM IS TO BE ATTACHED TO EXISTING ITEM, WHICH IS:

Revision Date:

(X) TECHNICAL CHARACTERISTICS OF REQUESTED ITEM ARE ESSENTIAL TO OUR NEEDS
BECAUSE:

Allen Bradley controls the process of our water and waste water treatment.

() NO OTHER MANUFACTURER OF THIS TYPE OF PRODUCT EXISTS

() OTHER MANUFACTURERS OF THIS TYPE OF PRODUCT DO NOT MEET OUR MINIMUM
REQUIREMENTS:

MANUFACTURER'S NAME: _____

REASON: _____

MANUFACTURER'S NAME: _____

REASON: _____

MANUFACTURER'S NAME: _____

REASON: _____

() OTHER _____

MUST PERFORM PRICE OR COST ANALYSIS OR ATTACH NEGOTIATED PRICE QUOTE
FROM VENDOR; LETTER FROM MANUFACTURER STATING SOLE SOURCE.

A) PRICE ANALYSIS PERFORMED

BASED ON:

Revision Date:

B) COST ANALYSIS PERFORMED:

BASED ON:



Utilities Manager (Elect)

SIGNATURE AND TITLE OF REQUESTER

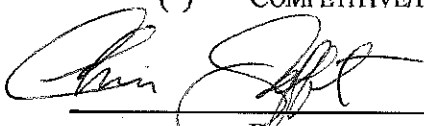
I, Chris Jeffcoat, AUTHORIZED BUYER,
 CONCLUDE THE FOLLOWING:

SOLE SOURCE JUSTIFICATION IS ADEQUATE AND PURCHASE IS AUTHORIZED
 WITHOUT COMPETITIVE BIDDING.

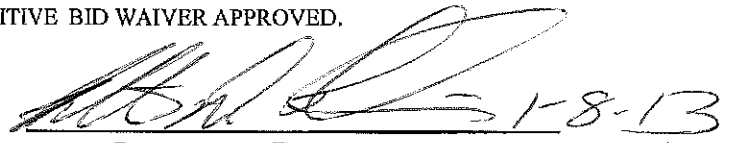
SOLE SOURCE JUSTIFICATION IS INADEQUATE AND REQUISITION IS
 RETURNED TO DEPARTMENT.

DUE TO TIME RESTRAINTS PURCHASE IS AUTHORIZED WITHOUT
 COMPETITIVE BIDDING.

COMPETITIVE/NON-COMPETITIVE BID WAIVER APPROVED.



BUYER



PURCHASING DIRECTOR

Revision Date:

Rockwell Automation
Florida Territory
5820 West Cypress Street, Suite E
Tampa, FL 33607 USA
Tel: 813-466-6400 Fax: 813-446-6401
www.rockwellautomation.com

November 6th, 2014

Amy Hofschneider
Lee County Procurement
1825 Hendry St.
3rd Floor in downtown
Ft. Myers, FL 33916

Re: **Rockwell Automation Authorized Allen-Bradley Distributors**

Amy Hofschneider:

Rockwell Automation extends and enhances its own significant automation capabilities by partnering with a network of authorized distributors. Some of the many benefits that customers enjoy working with their local authorized Allen-Bradley distributor include:

- Access to local distributor inventory (including spares and replacement parts)
- Technical assistance from local distributor product specialists
- A knowledgeable staff that has access to factory training
- Rockwell Automation support of local distributor activities

Rexel - Sarasota, FL is the distributor authorized by Rockwell Automation to sell Allen-Bradley and Rockwell Software products, along with related services, in the geographic area in which your facility is located. As a matter of Company policy, Rockwell Automation only provides product and sales support to the local authorized distributor, and it is our practice and policy to always promote and recommend that customers buy from their local authorized Allen-Bradley distributor. Rockwell Automation discourages purchasing from non-authorized sources, including distributors who may hold an Allen-Bradley appointment in another area.

If you purchase Allen-Bradley products from an unauthorized source, you may not receive the latest version. The latest version of Allen-Bradley products, along with related factory product services, only is available through your local authorized Allen-Bradley distributor.

Also, products that are not purchased directly from Rockwell Automation or its local authorized distributor may not be covered by a manufacturer's warranty. Rockwell Automation's standard manufacturer's warranty covers new Allen-Bradley products for a period of one year from the date of Rockwell Automation's or its authorized Allen-Bradley distributor's invoice to the customer. As a result, there is no assurance that products sourced from unauthorized parties will carry a valid and unexpired manufacturer's warranty. Customers purchasing products from unauthorized sources should not assume that they will receive any rights under any Rockwell Automation factory warranty. Only an authorized Allen-Bradley distributor may offer access to factory warranty coverage on Allen-Bradley products.

We recognize that price can be an important consideration in any purchasing decision; however, it also is important that customers understand what they are getting for that price (or in the case of purchases from an unauthorized source, what they're not getting). Rockwell Automation firmly believes that the best customer value in the long-run is achieved by dealing with the local authorized Allen-Bradley distributor.

Should you have any further questions, please do not hesitate to contact **Rexel** at 941.360.8298 or our local Rockwell Automation sales office at 813.466.6400.

Respectfully,



Ken Liddell

cc: Rexel - Sarasota



7260 15th Street East, Sarasota, FL34243
941-360-8298 (Tel) 941-360-0400 (Fax)

Mr. Chris Jeffcoat
Lee County Purchasing
1825 Hendry St.
Ft. Myers, FL

12-6-2012

RE: Sole Supplier for Rockwell Automation/Allen Bradley Parts and Services

Dear Mr. Jeffcoat,

It was a pleasure to meet with you a couple of weeks ago. Per our conversation, and the letter provided (already received by Lee County), Rockwell Automation/Allen Bradley goes to market through exclusive distribution, and for your area it is Rexel in Sarasota.

Rexel is a key partner with Rockwell and by our unique partnership we are able to provide the best technical support for all Rockwell/Allen Bradley products and services. Our resources are extended to Lee County, normally at no charge. Rockwell/Rexel has provided to Lee County, free design consultation and review for maintenance and capital projects, working as a consultant between Lee County, the integrators and more specifically your design/General Contractor of choice. We have also provided:

- Free engineering to help in the specification of the correct parts, networks and layouts for all your plant expansions. Often this is a paid service from some of our competitors and eliminate consultant fees.
- Free onsite training by our local Rexel Specialists that support Rockwell Products. We have in fact 6 Rockwell Product specialists in our area, that Lee County has used at no charge and they cover, PLC/Software Specialist, Motion Specialist, Drives Specialist, Industrial Control Specialist, MCC Specialist and Service/Training Specialist.
- Free in depth, technical updates and training at no charge to your personnel
- Yearly drives training – typically onsite at Lee County. This has been performed by Steve, our drives specialist for years at no charge.
- Free on site troubleshooting of our products when the needs arises at no charge. Usually within hours notice if an emergency as we are located nearby.
- Free training at the Rexel locations in Fort Myers and mainly Sarasota to review all products that support the Rockwell parts including prosoft, pumps, motors etc
- Discounted project pricing for volume Rockwell (and none Rockwell parts)
- Step Forward Programs – this is provided to our customers to help offset costs of moving to newer Rockwell Technology. The discount on new products can be as great as 30% to exchange old equipment for newer products.
- Product Selection program, loaded with Lee County prices at no charge. This contains all technical details and specifications instantly for most products and services from Rockwell.

Above are just a few key areas in which Rexel and Rockwell partner with Lee County to help save them money, whilst providing leading edge technology and around the clock support. If you have any questions, please feel free to contact me.

Sincerely
Claire Felix-Davies
Sales Engineer (941-915-8929)

Rexel Service Guarantees:

- 24/7 Hotline 1-800-LITES OUT®
- Will call orders ready in 25 minutes
- Top 200 items always in stock
- Mid-Night Express
- After-hours order desk

Jeffcoat, Chris

From: Felix-Davies, Claire [Claire.Felix-Davies@Rexelusa.com]
Sent: Thursday, December 13, 2012 5:45 PM
To: Jeffcoat, Chris
Cc: Meyer, Douglas
Subject: Rockwell information
Attachments: rockwell letter12-6-2012.docx; oct 2012 sole source Lee County.pdf; ab multipliers.xls

Gentlemen

Please see attached

- 1) Letter detailing our partnership with Lee County (Rockwell and Rexel)
 - 2) Copy of the sole source letter that was posted direct to Lee County from Rockwell.
 - 3) Copy of Lee County multipliers to load in the software that Doug has. Again, we can provide disks and I can set up on more computers after Christmas if you would like..
- Note that Rockwell no longer publishes price lists as they are loaded in the above software.

Finally as we discussed in the meeting. All Allen Bradley that is purchased direct by the county should be purchased through Rexel in Sarasota, and we are more than happy to work with Lee County to try and provide cost savings across the board, whether it be with AB, or other electrical products.

If you need anything else, please do not hesitate to contact me.

Kind Regards

Claire

Claire Felix-Davies
Sales Engineer

941-915-8929 (cell)
941-360-8298 (main office)
941-360-0400 (main fax)

When you're thinking of Retrofitting : Think REXEL ! T12PhaseOut.com

ALL SALE TRANSACTIONS ARE SUBJECT TO CREDIT APPROVAL AND REXEL'S TERMS AND CONDITIONS OF SALE WHICH CAN BE LOCATED AT <http://www.rexelusa.com/terms> AND ARE AVAILABLE UPON REQUEST

The information contained in this communication, to the extent it is non-public, is the confidential, proprietary information of Rexel, a subsidiary of International Electric Supply Corp., and may be subject to restrictions imposed by law or by confidentiality or non-disclosure agreements between the Business and the recipient (or the recipient's employer or principal), and may not be disclosed, copied or used for other than its intended purpose without written permission from the Business. This communication and the information contained herein are only for the intended recipient(s) of this communication. If you have received this communication in error, please notify the sender by return communication and delete this communication and all copies and attachments.

lee county multipliers

A6	-	0.89
A7	-	0.44
A9	-	0.54
B2	-	0.85
B3	-	0.87
B4	-	0.87
B5	-	0.87
B6	-	0.87
B7	-	0.87
B8	-	0.87
B9	-	0.87
C1	-	1
C2	-	0.87
C3	-	0.87
C4	-	0.87
C5	-	0.87
C6	-	1
C7	-	1
C8	-	0.87
C9	-	0.87
D1	-	1
D2	-	0.44
D3	-	0.87
D4	-	1
D5	-	0.87
D6	-	0.87
D7	-	1
D8	-	1
D9	-	0.87
E2	-	1
E3	-	1
E5	-	1
E6	-	1
E7	-	0.87
E8	-	1
E9	-	0.87
F1	-	0.87
F3	-	1
F4	-	1
F5	-	1
F6	-	0.87
F7	\$5000.00 o	1
F7	\$5000.01 -	0.9
F7	\$15000.00	0.8
F7	\$35000.00	0.7
F8	-	1

F9	-	1
G5	-	1
G6	-	1
G7	-	1
G8	-	1
G9	-	1
H1	-	1
H2	-	1
H3	-	1
H4	-	1
H6	-	0.87
H7	-	1
H8	-	1
H9	-	0.87
J2	-	0.87
J3	-	1
J4	-	1
J5	-	0.87
J6	-	0.87
J7	-	0.87
J8	-	1
K2	-	1
K3	-	0.87
K4	-	1
K5	-	0.85
K6	-	0.87
K7	-	0.87
K8	-	0.87
K9	-	1
K1	-	1
M1	-	1

Memorandum

To: Procurement Management

From: Hank Barroso, Utilities

Date: December 16, 2014

SUBJECT: Rockwell-Allen Bradley Sole Source Waiver

Amy,

We would like to proceed with increasing our current waiver W-130180 for Rockwell / Allen Bradley parts and services from \$100,000 to \$150,000 annually. Below is a list of upcoming parts and or projects that we anticipate purchasing for the next three fiscal years.

Project	FY 14/15 Est. Cost	FY 15/16 Est. Cost	FY 16/17 Est. Cost
Pinewoods Ctrl. upgrade	\$89,000	\$0	\$0
Lift Station 481 or 482 control sys. upgrade	\$40,000	\$40,000	\$0
Miscellaneous plant replacements	\$25,000	\$50,000	\$50,000
Allen Bradley PLC Repl. Corkscrew & N. Lee Co.	\$0	\$50,000	\$50,000
	\$154,000	\$140,000	\$100,000

Thank you



Lee County

Southwest Florida

INTEROFFICE MEMORANDUM
PUBLIC WORKS
UTILITIES

DATE: December 22, 2014

TO: Doug Meurer, Assistant County Manager

FROM: Pam Keyes, Utilities Director

SUBJECT: Cost and Efficiency Benefit of LCU Equipment Standardization

Most Public Works operations recognize the benefits of standardizing equipment for improved efficiencies, improved safety and lowering operations costs. Many agencies moved toward standardization programs more than 10 years ago, starting with modifying the traditional procurement processes that were limited to lowest cost bids. Traditionally, government agencies were limited to lowest bid procurement of goods and services, which created huge inventories to track and manage. This also created varying performance of equipment and technical support.

Now agencies promote best value procurement processes taking into consideration life cycle costs, equipment performance and inventory management needs. Industry wide it has been demonstrated that proper standardization creates the following benefits:

- Reduce maintenance parts inventory costs. Inventory control and management is challenging for any large scale operation. Adding a number of different components to the system only increases the potential for mismanagement, inventory loss or becoming obsolete and not having the needed inventory available in a timely manner.
- Interchangeable parts between facilities under emergency operations such as hurricanes. Parts cannot be readily obtained from vendors during natural disasters.
- Reduce technician training costs. Staff is able to focus building their skill sets to specific equipment improving their proficiency for trouble shooting and responding to emergency situations in an effective manner. As equipment becomes more sophisticated, the level of required knowledge rises in order to properly complete repairs. The less knowledgeable staff are about the equipment the more a repair becomes a series of trial and errors, which is inefficient and can cause safety issues.

- Reduce test equipment cost and improve technical knowledge and diagnostic for faster response and repair.
- Lower component and repair parts acquisition costs from buying in bulk and developing strong working relationships with vendors for product knowledge and support.
- Lee County has already embraced equipment standardization in other areas, including facilities and fleet. For example, County vehicles are Ford and desk top computers are Dell.

Review of LCU's Maintenance Inventory Costs:

Staff reviewed the annual budgeted amounts for maintenance equipment, supplies and services from FY 05/06 through FY14/15. The budgeted amounts have been steadily reduced from \$4M to \$3M annually. The cause of this reduction isn't 100% attributed to standardization, however reducing our inventory and improving our efficiencies to obtain high performing equipment and services has contributed to this reduction.

During this same period LCU has added equipment requiring more scheduled preventative maintenance, while the existing systems have aged, requiring more replacement and rehabilitation.

Reasons for cost reductions in addition to equipment standardization;

- Improved inventory control and maintaining high demand items at warehouse
- Improved budgeting by tracking actual work production
- Consolidation of operations and decommissioning of certain treatment plants
- Implementation of an Asset Management Program to track reactive and predictive maintenance and faulty equipment needing to be phased out of the system.

Conclusion:

Standardizing equipment has been demonstrated to reduce operations costs and improve efficiencies. Many equipment manufactures designate a supplier to represent their product creating sole source or franchised area procurement processes. Typically the cost of procurement is reduced by buying in bulk and vendor support is improved by only working with certified technicians with vast knowledge of the product.

Blue Sheet No. 20150179	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 25
------------------------------------	--	--------------------

TITLE:

Award formal proposal RFP150110, FGCU Off Site Utility Improvements, to Andrew Sitework, LLC.

ACTION REQUESTED:

- A) Award formal proposal RFP150110 FGCU OFF SITE UTILITY IMPROVEMENTS, to the lowest responsive, responsible, qualified proposer, Andrew Sitework, LLC (a local vendor), in the amount of \$2,274,050.28, with a final completion time of 210 Calendar days.
- B) Approve a County Construction Contingency in an amount not-to-exceed of \$227,405 (10% of contract award) to cover unforeseen events or circumstances arising during the course of the project, including site conditions, and design conflicts.
- C) Delegate authority solely to the County Manager to execute change orders up to the total amount of the approved County Construction Contingency - including the authority to execute a single change order for the entire amount of the County Construction Contingency - without seeking further Board approval to exceed the approval threshold of \$100,000, as set forth in Administrative Code 4-4, Section 8.6(2)(b). This delegated authority is solely applicable to the contract for RFP150110 and will be based upon written documentation from the LCU Director establishing that the expenditure is necessary, appropriate, and in the best interest of the County in order to complete the project.
- D) Authorize Chair to execute contract on behalf of the Board upon receipt.

FUNDING:

\$2,274,050.28; Enterprise Fund; Included in FY15 Utilities CIP Budget; BoCC Strategic Priority: Managing Growth

The total project cost for this phase of the FGCU offsite utility improvements will be approximately \$3,186,300 for design and construction. In accordance with the FGCU Campus Development Agreement and Amendments, the FGCU utility improvements have been completed in different phases and has been ongoing since FY07

\$1,564,138.62: Utilities Sewer Connection Fees; FGCU Sewer; 20730448713.506540
 \$709,911.66: Utilities Water Connection Fees; FGCU Water; 20719748730.506540

WHAT ACTION ACCOMPLISHES:

Awards formal proposal RFP150110 FGCU OFF SITE UTILITY IMPROVEMENTS to Andrew Sitework, LLC, in the amount of \$2,274,050.28, to install a 30" HDPE/ 24" PVC force main from the Three Oaks WWTP to Ben Hill Griffin Blvd, an 18" PVC force main and 16" DIP water main along Ben Hill Griffin Blvd from FGCU Lake Pkwy to FGCU Blvd. The improvements will meet service needs identified in FGCU's Master Plan and will improve the level of service to the FGCU campus.

MANAGEMENT RECOMMENDATION:

Approve

Requirement/Purpose: (specify)	Request Initiated
---------------------------------------	--------------------------

Required Review:					
Pam Keyes	Robert Franceschini	Corris L. McIntosh Jr.	Lori Borman	Mike Figueroa	Peter Winton
UTILITIES	Purchasing	County Attorney	Budget Analyst	Risk	Budget Services
Doug Meurer					
Public Works Director					

- Statute
- Ordinance
- Admin Code AC-4-4
- Other

Commissioner: All
Department: UTILITIES
Division: No Divisions
By: Pam Keyes

Background:

Lee County Utilities (LCU) submitted a request to Procurement Management to solicit Qualified proposers for the project known as the FGCU Off Site Utility Improvements. The anticipated cost required the use of formal advertised sealed proposals. LCU requested proposers meet specified qualifications prior to the consideration of pricing; therefore, Procurement Management utilized a Two-Step proposal process to evaluate submittals.

On the established deadline of February 24, 2015, the Procurement Management Office received a total of six Qualification Statements/Sealed Cost Proposals. Procurement Management evaluated the qualification statements upon receipt and found two of the firms Non-Responsive in their submittals. The Qualifications Selection Committee consisting of Pam Keyes, Public Utilities Director (voting Chair), Jessica Munoz, Project Manager, and Justin McBride, Natural Resources, Environmental Specialist, met on March 4, 2015, to evaluate Step One – Qualification Statements of the submittals. Based upon criteria outlined in the proposal specifications package, the Selection Committee concurred with Procurement finding the 2 firms Non-Responsive, and also selected three contractors as qualified to move forward to Step Two and have their pricing submittal opened.

On March 10, 2015, Step Two – Sealed Cost Proposals were opened. The submittals have been reviewed by Lee County staff and the Design Consultant, Greeley and Hansen. It is recommended that award be made to the lowest responsive, responsible, qualified proposer meeting all proposal requirements, Andrew Sitework, LLC, in the amount of \$2,274,050.28, with a final completion time of 210 calendar days.

Due to the time constraints for this project and lead time of material required for this project, LCU is utilizing the Board approved (20130051) annual contract, B-130043 Purchase of Water, Sewer, and Irrigation Materials from Ferguson Enterprises, Inc., dba Ferguson Waterworks. The total cost of the Direct Material Purchase is \$476,202.54.

The project will consist of the installation of approximately 1,500 LF of 30" HDPE and 600 LF of 24" PVC force main and appurtenances from the Three Oaks WWTP to Ben Hill Griffin Blvd, and 3,100 LF of 18" PVC force main and appurtenances and 3,500 LF of 16" DIP water main and appurtenances along Ben Hill Griffin Blvd from FGCU Lake Pkwy to FGCU Blvd.

In accordance with the FGCU Campus Development Agreement and Amendments, the BoCC previously committed to completing certain potable water and sanitary sewer system improvements to accommodate FGCU's service needs. LCU has proceeded with the FGCU Off-Site Utility Improvements project to meet this commitment. The FGCU OFF-SITE UTILITY IMPROVEMENTS project will meet service needs identified from FGCU's 2020 Master Plan and will improve the level of service for both water and wastewater to the FGCU campus. Additionally, these infrastructure improvements will ultimately improve service regionally to the eastern half of the Three Oaks Waste Water Treatment Plant service area (east of I-75, from north of Alico Rd. to south of Corkscrew Rd).

D) Attachments

- 1) Meeting Minutes, Evaluation Score Sheet
- 2) LCU and Consultant Award Recommendation, Bid Tabulation Sheet
- 3) Draft Construction Agreement

4) Andrew Sitework, LLC - Proposal

MEMORANDUM

To: PROJECT FILE, MINUTES OF MEETING
From: Procurement Management
RE: **RFP150110 FGCU Off Site Utility Improvements**
PROPOSAL EVALUATION MEETING

MEETING DATE: **Wednesday March 4, 2015** TIME: 10:30AM

ATTENDEES: Bob Franeschini, Larry with Quality Enterprises, Mae Laster,
Mary Patterson

COMMITTEE MEMBERS: Jessica Munoz, Justin McBride, Pam Keyes

INVITED MEMBERS:

PROCUREMENT ANALYST: Amy Hofschneider

At 10:30 a.m. the Proposal Evaluation Committee meeting was called to order by Amy Hofschneider, Procurement Management Representative. Introductions were put on the record by everyone in attendance.

Procurement stated for the record that two of the six submittals were being declared Non-Responsive. Those being Metro Equipment, who did not submit step two of their proposal and Mitchell and Stark who did not acknowledge receipt of Addendums No. 1 & 2. Both of these omissions caused Procurement to declare them Non-Responsive in their submittals. The committee agreed with recommendation.

Meeting was then turned over to the Chair of the Committee **Pam Keyes**.

Discussions were held by the committee members with respect to each submittal from the remaining four (4) firms.

Pam asked each of the committee members to read into the record their total scores for each of the firms. Procurement then read into the record the total average score for each. The Request for Proposals required that the firms score a minimum of 100 points to move forward to Step-Two. Three of the four firms met that minimum requirement.

- Andrew Sitework, Douglas N Higgins, Quality Enterprises.

Rohl Networks did not qualify based upon points; the committee didn't see the type of experience needed for this job; they didn't answer the approach criteria question and they didn't show the type of equipment required to perform this scope of work.

Following the discussions, the committee moved that three (3) contractors were qualified to move forward to Step Two and have their pricing opened.

The chair entertained a motion to approve the scoring of the firms. The motion was made by Jessica Munoz and seconded by Justin McBride, and then called and carried with no further questions.

The meeting was adjourned by the chair.

Attachment: Final Score Card

**RFP150110
FGCU Off Site Utility Improvements
Evaluation Meeting - Score Card**

Wednesday March 4, 2015 @ ~~10:30 AM~~
10:30am

	Contractors Name	Total Score			TOTAL (Sum of Totals)	Total Average (Total/3)
		Jessica	Pam	Justin		
1	Andrew Sitework, LLC	105	100	105	310	103
2	Douglas N Higgins, Inc	115	100	110	325	108
3	Metro Equipment Services	-	-	-	-	-
4	Mitchell and Stark Construcion Company	-	-	-	-	-
5	Rohl Networks, LP	70	50	35	155	51
6	Quality Enterprises	115	100	120	335	111

Committee Member Signature:  3/4/15
Pam Keyes, LCU Director

1st Jessica
2nd Justin



GREELEY AND HANSEN

5260 Summerlin Commons Way, Suite 302
Fort Myers, Florida 33907
p 239 226 9660
f 239 226 9663
www.greeley-hansen.com

March 11, 2015

Ms. Jessica Munoz, P.E.
Public Works Senior Project Manager
Lee County Utilities
1500 Monroe Street, 3rd floor
Fort Myers, Florida 33901

Subject: FGCU Offsite Utility Improvements, Lee County RFP 150110

Dear Ms. Munoz:

We have reviewed the three (3) Step Two price proposals submitted for the referenced project by the following Vendors:

- Andrew Sitework, LLC
- Douglas N. Higgins, Inc.
- Quality Enterprises USA, Inc.

Upon review of the unit prices and amounts in the bid schedules, we did not find any pricing irregularities or calculation errors. The apparent low bidder is Andrew Sitework, LLC with a total bid amount of \$2,274,050.28.

Based on our review of the Step One qualifications data and our previous experience with these Vendors, we are in agreement with the Selection Committee that each of the three is qualified to perform this work. Subject to final review by the County, we recommend award of the contract to Andrew Sitework, LLC in the amount of \$2,274,050.28.

Yours very truly,

Greeley and Hansen LLC

Kevin Higginson, P.E.
Civil/Sanitary Engineer

KLH

c: File

Interoffice Memo

Date: 03/11/15

To: Amy Hofschneider, Procurement Analyst

From: Jessica Muñoz, P.E.
LCU Project Manager

RE: RECOMMENDATION OF AWARD B-150110

PROJECT NAME: FGCU Off-Site Utility Improvements

BID NO: B-150110

PROJECT MANAGER: Jessica Muñoz

A review by this office of the experience, qualifications and capabilities of Andrew Sitework LLC., the apparent low bidder, indicates that said bidder, is qualified to construct this project and it is recommended that the Contract be awarded to the above said bidder for:

Total not-to-exceed price of \$ 2,274,050.28 with a contract time of **180 days** for **substantial** completion and **210 days** for **final** completion.

It is requested that Contracts Management prepares the Blue Sheet for BOCC approval of LCU Recommendation of BID Award.

Funds are available in account string number: 20719748730.506540 & 20730448713.506540

Account Narrative:

Funds:

Program:

Project:

Any additional required information to be included on the Blue Sheet for award (ie; transfer of funds, budget amendment, etc.):

N/A

UNIT PRICE TABULATION
RFP150110
FGCU Off-Site Improvements
STEP TWO

ITEM #	DESCRIPTION	UNIT	QUANTITY	Andrew Sitwork	Quality Enterprise	Douglas N Higgins	
1	Mobilization/Demobilization	LS	1	\$93,783.00	\$157,170.00	\$138,000.00	
2	Maintenance of Traffic	LS	1	\$55,203.00	\$35,004.00	\$50,000.00	
3	New Sanitary Force Main						
3a	12-inch PVC Force Main (Open Cut)	LF	35	\$2,992.50	\$6,942.25	\$4,900.00	
3b	16-inch PVC Force Main (Open Cut)	LF	10	\$1,225.00	\$2,633.50	\$1,600.00	
3c	18-inch PVC Force Main (Open Cut)*	LF	3067	\$341,050.40	\$404,537.30	\$291,365.00	
3d	24-inch PVC Force Main (Open Cut)*	LF	466	\$51,586.20	\$104,174.30	\$90,870.00	
3e	36-inch PVC Force Main (Spool Pieces)*	LF	10	\$2,530.00	\$1,889.00	\$30,000.00	
3f	18-inch PVC Force Main in 30-inch Steel Casing (Jack and Bore)*	LF	110	\$130,144.30	\$136,312.00	\$154,000.00	
3g	24-inch PVC Force Main in 30-inch Steel Casing (Jack and Bore)	LF	142	\$192,926.88	\$247,214.90	\$241,400.00	
3h	30-inch HDPE Force Main (Horizontal Directional Drill)	LF	1470	\$539,049.00	\$416,745.00	\$646,800.00	
3i	Connect to Existing Force Main						
3i1	Existing 12-inch Force Main Connection*	EA	3	\$95,709.00	\$6,210.00	\$9,000.00	
3i2	Existing 16-inch Force Main Connection*	EA	1	\$11,375.00	\$2,042.00	\$3,500.00	
3i3	Existing 36-inch Force Main Connection*	EA	1	\$17,376.00	\$3,145.00	\$8,000.00	
3j	12-inch Plug Valve*	EA	4	\$7,788.00	\$7,774.80	\$5,200.00	
3k	18-inch Plug Valve*	EA	3	\$8,418.00	\$7,911.75	\$6,000.00	
3l	24-inch Plug Valve*	EA	3	\$12,237.00	\$8,648.85	\$9,000.00	
3m	12-inch Line Stop	EA	3	\$33,822.00	\$16,560.00	\$60,000.00	
3n	Leak Detection Assembly	EA	1	\$2,787.00	\$2,482.75	\$3,000.00	
3o	Automatic Air Release Valve (Sewer)	EA	2	\$10,322.00	\$8,893.00	\$9,000.00	
4	New Water Transmission Main						
4a	16-inch Ductile Iron Water Main (Open Cut)	LF	3480	\$507,036.00	\$621,180.00	\$480,240.00	
4b	16-inch Gate Valve	EA	2	\$17,182.00	\$12,283.80	\$12,000.00	
4c	16-inchX16-inch Hot Tap	EA	2	\$36,700.00	\$25,340.00	\$28,000.00	
4d	Fire Hydrant Assembly	EA	5	\$33,830.00	\$26,344.25	\$22,500.00	
4e	Automatic Air Release Valve (Sewer)	EA	2	\$8,128.00	\$7,292.30	\$7,000.00	
5	12-inch water main (Abandon and Grout)	LF	300	\$9,900.00	\$4,155.00	\$4,500.00	
6	12-Inch Water Main (Removal and Disposal)	LF	3100	\$44,950.00	\$57,350.00	\$62,000.00	
7	5-Foot Wide Sidewalk Removal and Replacement	LF	200	\$6,000.00	\$9,600.00	\$1,000.00	
*See List for Direct Material Purchase				TOTAL PRICE	2,274,050.28	\$2,339,835.75	\$2,378,875.00

LEE COUNTY CONSTRUCTION CONTRACT

AGREEMENT FORM

Contract No. _____
Board Award Date: _____

AGREEMENT

made as of the _____ day of _____ in year of 2015
BETWEEN the COUNTY: Board of County Commissioners, Lee County, Florida and the CONTRACTOR:

Andrew Sitework, LLC
4696 Elevation Way
Fort Myers, FL 33905

Check Appropriate Line:
 Individual
 Partnership
 Incorporated in the State of _____

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: Installation of approximately 1,500 LF of 30" HDPE HDD and 600 LF of 24" PVC Force Main from Three Oaks WWTP to Ben Hill Griffin Blvd and, 3,100 LF of 18" PVC along Ben Hill Griffin Blvd from FGCU Lakes Pkwy to FGCU Blvd. 3,500 LF of 16" DIP Water Main improvement along Ben Hill Griffin Pkwy from FGCU Lake Pkwy W to FGCU Blvd.

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

PROJECT NAME: RFP150110 FGCU Off Site Utility Improvements

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: Two Million, Two hundred and Seventy Four Thousand, Fifty Dollars and Twenty-Eight Cents(\$2,274,050.28)

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:

CONSTRUCTION CONTRACT
ARTICLE 3. PROGRESS PAYMENTS (continued)

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:

DATED:

4.1.1 Contractors Bid Proposal Dated January 23, 2015, ATTACHED AS EXHIBIT "A"

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

SHEET	DESCRIPTION	DATE
G0 - 1	Cover Sheet	November 2014
G1 - 2	Index, Legend and Abbreviations	November 2014
G3 - 3	General Notes	November 2014
G3 - 4	Sue and Control Point Tables	November 2014
G4 - 5	Key Map & Construction Sequencing Plan New Sanitary Force Main	November 2014
G5 - 6	Key Map & Construction Sequencing Plan New Water Main	November 2014
CIVIL		
C1 - 7	New Sanitary Force Main Plan & Profile STA 9 + 50 to STA 14+50	November 2014
C2 - 8	New Sanitary Force Main Plan & Profile STA 14+50 to STA 19+50	November 2014
C3 - 9	New Sanitary Force Main Plan & Profile STA 19+50 to STA 24+50	November 2014
C4 - 10	New Sanitary Force Main Plan & Profile STA 24+50 to STA 27+50	November 2014
C5 - 11	New Sanitary Force Main Plan & Profile STA 27+50 to STA 32+50	November 2014
C6 - 12	New Sanitary Force Main Plan & Profile STA 32+50 to STA 37+50	November 2014
C7 - 13	New Sanitary Force Main Plan & Profile STA 37+50 to STA 42+50	November 2014
C8 - 14	New Sanitary Force Main Plan & Profile STA 42+50 to STA 47+50	November 2014
C9 - 15	New Sanitary Force Main Plan & Profile STA 47+50 to STA 52+50	November 2014
C10 - 16	New Sanitary Force Main Plan & Profile STA 55+50 to STA 58+50	November 2014
C11 - 17	New Sanitary Force Main Plan & Profile STA 55+50 to STA 58+50	November 2014
C12 - 18	New Sanitary Force Main Plan & Profile STA 58+50 to STA 63+00	November 2014

CONSTRUCTION CONTRACT

ARTICLE 4. CONTRACT DOCUMENTS (Continued)

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

<u>SHEET</u>	<u>DESCRIPTION</u>	<u>DATE</u>
C13 - 19	New Water Main Plan & Profile STA 9+50 to STA 14+50	November 2014
C14 - 20	New Water Main Plan & Profile STA 14+50 to STA 19+50	November 2014
C15 - 21	New Water Main Plan & Profile STA 19+50 to STA 24+50	November 2014
C16 - 22	New Water Main Plan & Profile STA 24+50 to STA 29+50	November 2014
C17 - 23	New Water Main Plan & Profile STA 29+50 to STA 34+50	November 2014
C18 - 24	New Water Main Plan & Profile STA 34+50 to STA 39+50	November 2014
C19 - 25	New Water Main Plan & Profile STA 39+50 to STA 42+50	November 2014
C20 - 26	New Water Main Plan & Profile STA 42+50 to STA 45+50	November 2014
C21 - 27	Details - Sheet 1	November 2014
C22 - 28	Details - Sheet 2	November 2014
C23 - 29	Details - Sheet 3	November 2014
C24 - 30	Details - Sheet 4	November 2014
C25 - 31	Details - Sheet 5	November 2014
C26 - 32	Details - Sheet 6	November 2014
C27 - 33	Details - Sheet 7	November 2014
C28 - 34	Details - Sheet 8	November 2014
C29 - 35	Details - Sheet 9	November 2014
C30 - 36	Details - Sheet 10	November 2014
C31 - 37	Details - Sheet 11	November 2014
C32 - 38	Details - Sheet 12	November 2014
C33 - 39	Details - Sheet 13	November 2014
C34 - 40	Stormwater Pollution Prevention Plans Sheet 1	November 2014
C35 - 41	Stormwater Pollution Prevention Plans Sheet 2	November 2014
C36 - 42	Stormwater Pollution Prevention Plans Sheet 3	November 2014
C37 - 43	Stormwater Pollution Prevention Details Sheet 1	November 2014
C38 - 44	Stormwater Pollution Prevention Details Sheet 2	November 2014
C39 - 45	Stormwater Pollution Prevention Details Sheet 3	November 2014
C40 - 46	I-75 Maintenance of Traffic Plan	November 2014

4.3 Public Payment and Performance Bond

4.4 Certificate of Insurance

4.5 Notice of Award

4.6 Addenda

4.7 Documentation submitted by the CONTRACTOR prior to the Notice of Award:

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.

CONSTRUCTION CONTRACT

ARTICLE 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

(Continued)

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 \$ TBD 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.

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.

CONSTRUCTION CONTRACT

ARTICLE 6. MISCELLANEOUS PROVISIONS

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.

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:

Secretary _____ (Correct Name of Business) _____

BY: _____

(Corporate Seal)

_____ Title

Date: _____

BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA

ATTEST: Clerk of the Board

BY: _____ Chair

BY: _____ Deputy Clerk

Date: _____

County

APPROVED as to Form for the Reliance of Lee Only

BY: _____ Assistant County Attorney

LEE COUNTY CONSTRUCTION CONTRACT
PUBLIC PAYMENT AND PERFORMANCE BOND

1. Know all men by these presents, that Andrew Site Work, LLC, 4696 Elevation Way, Fort Myers, FL 33905, 239-332-2887, hereinafter referred to as the CONTRACTOR, as Principal, and _____, a corporation, licensed to do business in the State of Florida, hereinafter called SURETY, located at: _____,

_____ are held and firmly bound unto the Lee County Board of County Commissioners, P O Box 398, Fort Myers, FL 33901, (239) 533-5450, a Political Subdivision of the State of Florida as "Owner", in the full and just sum of Two Million, Two Hundred Seventy-Four Thousand, Fifty Dollars and Twenty-Eight Cents, lawful money of the United States of America, to the payment of which sum, will and truly to be made, the CONTRACTOR and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the CONTRACTOR has entered into a certain written Contract with the COUNTY as the OWNER, dated the _____ day of _____, 20____, for: Legal Description of project, - Lee County, S14,15,23/T46S/R25E, whose address is located near Ben Hill Griffin Pkwy for the project known as RFP150110 FGCU Off-Site Utility Improvements, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof in its' entirety for the purpose of perfecting this bond.

3. NOW, THEREFORE, the conditions of this obligation are such that if CONTRACTOR shall fully, promptly and faithfully perform said Contract and all obligations thereunder, including all obligations imposed by the Contract Documents (which includes the Notice to Bidders, Instruction to Bidders, Bid Proposal Form, General and Supplementary Conditions, Detail Specifications, Form(s) of Contract Bond(s), Plans and Specifications, Change Orders, and such alterations thereof as may be made as provided for therein), and shall promptly make payments to all claimants for any and all labor and materials used or reasonably required for use or furnished in connection with the performance of said Contract, and shall perform all other covenants and obligations of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

3.1 The undersigned shall indemnify and save harmless the OWNER from and against all costs, expenses and damages, including litigation costs and attorneys fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said CONTRACTOR, his agents, servants or employees in the execution or performance of said Contract with the OWNER.

3.2 The undersigned shall promptly make payment(s) to all persons supplying services, labor, material or supplies used directly or indirectly by said CONTRACTOR, or any SubContractor or Sub-SubContractor, in the prosecution of the work provided for in said Contract with the OWNER.

CONSTRUCTION CONTRACT
PUBLIC PAYMENT AND PERFORMANCE BOND (CONTINUED)

3.3 The undersigned agree to promptly pay to the OWNER any difference between the sum to which the CONTRACTOR would be entitled for the completion of the contract including any damages, direct, liquidated or delay, which the OWNER may sustain by reason of failure of the CONTRACTOR to properly and promptly perform and abide by all of the provisions of said Contract, and any sum which the OWNER may be or was obligated to pay for the completion of said Work by the CONTRACTOR.

3.4 The undersigned SURETY covenants and agrees that change orders, extensions of time, alterations or additions to the terms of the Contract or the Work to be performed thereunder, or the specifications accompanying the same shall in no way effect their obligation on this Bond, and the SURETY does hereby expressly waive notice of any such changes, extensions of time, alterations or additions, so long as the fundamental nature of the work on the Project by the CONTRACTOR is not changed.

3.5 Subject to the OWNER'S priority, claimants covered by Section 713.01, Florida Statutes, shall have a direct right of action against the Principal and Surety under this obligation, after written notice is provided to the OWNER of the performance of labor or delivery of materials or supplies, and non-payment thereof. Any claimant who seeks to recover against the Principal or Surety under this obligation must also satisfy the notice requirements and time limitations of Section 255.05, Florida Statutes, as they may be revised from time to time.

4.1 The CONTRACTOR and the SURETY shall hold the County harmless from any and all damages, expenses and cost, or lawsuits, which may arise by virtue of any defects in said work or materials within the period of one (1) year from the date of OWNER'S express acceptance of the project, providing, however, that upon completion of the Work, the amount of this bond shall be reduced to ___% of the Contract Price.

5.1 This public payment and performance bond shall be governed by the laws, administrative rules, and regulations of the State of Florida. Any claims or suits instituted under this bond shall be governed solely by the laws of the State of Florida.

SIGNED and sealed this, the _____ day of _____, 20

CONTRACTOR, As Principal:

WITNESS

Firm Name

By: _____ (SEAL)

Signature

Signature

Type Name and Title

Type Name and Title

WITNESS: (if no Seal)

Signature

Type Name and Title

CONSTRUCTION CONTRACT
PUBLIC PAYMENT AND PERFORMANCE BOND (CONTINUED)

COUNTERSIGNED, as SURETY

Title

STATE OF _____)
COUNTY OF _____) SS
CITY OF _____)

Name

Address

City, State, Zip Code

AM Best, NAIC or FEIN Number

Power-of-Attorney Signature

BEFORE me, a Notary Public, duly commissioned, qualified and acting personally, appeared:

to me well-known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for _____, as Surety, and that he has been authorized by said Surety to execute the foregoing Public Payment and Performance Bond on behalf of the (CONTRACTOR) Principal named therein in favor of the OWNER.

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by _____
(Print or Type Name)

who has produced _____
(Type of Identification and Number)

as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration



PROJECT NO.: RFP150110

OPEN DATE: Tuesday February 24, 2015
AND TIME: 2:30 P.M.

PRE-PROPOSAL MEETING:

DATE: Wednesday February 10, 2015
TIME: 9:00AM

LOCATION: Procurement Management Ofc.
1825 Hendry Street, 3rd Floor
Fort Myers, FL 33901

REQUEST FOR PROPOSALS

TITLE:

**FGCU OFF-SITE UTILITY IMPROVEMENTS
STEP ONE - QUALIFICATIONS**

Advertised Date: January 23, 2015

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PROCUREMENT MANAGEMENT

ADDRESS

1825 HENDRY ST 3RD FLOOR
FORT MYERS, FL 33901

PROCUREMENT CONTACT:

NAME Amy Hofschneider
TITLE Procurement Analyst
PHONE NO.: (239) 533-5899
EMAIL: ahofschneider@leegov.com

INTRODUCTION
OVERVIEW

Lee County Board of County Commissioners is requesting Proposals from interested contractors for work consisting of the installation of approximately 1,500 LF of 30" HDPE HDD and 600 LF of 24" PVC Force Main from Three Oaks WWTP to Ben Hill Griffin Blvd and, 3,100 LF of 18" PVC along Ben Hill Griffin Blvd from FGCU Lakes Pkwy to FGCU Blvd. 3,500 LF of 16" DIP Water Main improvement along Ben Hill Griffin Pkwy from FGCU Lake Pkwy W to FGCU Blvd.

Pre Proposal Meeting

A Pre-Proposal conference will be held at the Procurement Management Office, 1825 Hendry Street, 3rd Floor, Fort Myers, FL 33901 on **Tuesday February 10, 2015 @ 9:00AM**. Based upon the discussions at Pre bid meeting we may reconvene on site so bidders may walk the project. Bidders are not required to attend meeting in order to submit proposal.

NOTE:

TWO-STEP PROPOSAL PROCESS

*PLEASE SUBMIT STEPS 1 AND 2 TOGETHER ON THE PROJECT OPENING DATE.

*PLEASE USE SEPARATE SEALED ENVELOPES MARKED "STEP 1" & "STEP 2".

Lee County is utilizing a two-step process to evaluate the qualifications of proposers and allow only qualified companies to have their pricing opened and considered under Step Two.

*Step One will require interested vendors to submit the qualifications of their company.

*In Step Two, only those companies qualified in Step One will be eligible to have their pricing opened and considered.

STEP ONE – REQUEST FOR PROPOSALS

Proposals will be evaluated by selection committee consisting of county staff on the basis of the proposer's response to all requirements in their RFP. The evaluation committee will review and assess all submittals, based upon established criteria, which have been weighted and will be assigned points that measured the responsiveness to each identified criterion. The total number of points earned will be tallied for each proposal, and the proposals will be rank ordered, based upon the contractors submitted qualifications.

Only those firms achieving a minimum of 100 points will be short listed to move forward to Step Two and have their pricing opened.

BASIS OF AWARD

Step Two

The basis of award for Step Two will be the lowest (total bid) most responsive responsible bidder meeting all specifications. Lee County unconditionally reserves the right to award to the contractor whose prices, in its sole judgment, is the most realistic in terms of provision of the best services. Additionally, Lee County reserves the right to reject any and all bids at any time, unconditionally without cause.

GENERAL CONDITIONS

Sealed Proposals will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until the time and date specified on the cover sheet of this "Request for Proposals", and opened immediately thereafter by the Director or designee.

Any question regarding this solicitation should be directed to the Procurement Contact listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-5450.

1. SUBMISSION OF PROPOSAL:

- a. Proposals must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
1. Marked with the words "Sealed Proposal"
 2. Name of the firm submitting the quotation
 3. Title of the proposal
 4. Proposal number
 5. The envelope shall include:
 - Envelope One
 - i. One original hard copy of the proposal submittal (No Pricing)
 - ii. Six electronic CD ROM sets of the proposal submittal
 1. One single adobe PDF file and should be copied in the same order as the original hard copy.
 2. Limit the color and number of images to avoid unmanageable file sizes.
 3. Use a rewritable CD and do not lock files.
 - Envelope Two
 4. If a cost/bid schedule was provided, the completed schedule should be included as a Microsoft Excel file on the CD-ROM.
- b. Proposals are to include the following:
1. The completed Proposal/Quote Form. Proposal must be properly signed and where applicable corporate and/or notary seals.
 2. All other pertinent documentation required in the Request for Proposal.
- c. **PROPOSALS RECEIVED LATE:** It is the proposer's responsibility to ensure that the proposal is received by the Division of Procurement Management prior to the opening date and time specified. Any proposal received after the opening date and time will be promptly returned to the proposer unopened. Lee County will not be responsible for proposals received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- d. **PROPOSAL CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- e. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.

- f. **WITHDRAWAL OF PROPOSAL:** No proposal may be withdrawn for a period of 90 days after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal-opening date and time. Such a request to withdraw must be made in writing to the Procurement Management Director, who will approve or disapprove of the request.
- g. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any proposal; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the County of Lee.
- h. **EXECUTION OF PROPOSAL:** All proposals shall contain the signature of an authorized representative of the proposer in the space provided on the proposal form. All proposals shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the proposal shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the proposal all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.
- c. The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
- d. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

4. **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-proposal conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a proposal attend.

In the event a pre-proposal conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the proposer to ensure that they are represented at the pre-proposal. Only those proposers who attend the pre-proposal conference will be allowed to submit a proposal on this project.

5. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this proposal.

Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or proposers should include in their proposal all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

6. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/proposal, must file a written "Notice of Intent to File a Protest" with the Lee County Procurement Management Director not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of the County's "Notice of Intended Decision" with respect to the proposed award of the formal bid/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document must state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Procurement Management Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed.

Any contractor/vendor/firm submitting the County's standard bond form (CMO: 514), along with the bid/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, Statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed "Notice of Intent to File a Protest", the Procurement Management Director or Public Works Director (as appropriate) may abate the award of the formal bid/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/proposal solicitations shall set forth the following statement:

“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”

7. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

8. **QUALIFICATION OF PROPOSERS** (unless otherwise noted)

Proposals will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Proposers shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject proposals where evidence submitted or investigation and evaluation indicates an inability of the proposer to perform.

9. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

10. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

11. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any proposal and a part of these specifications that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other governmental entity.

12. **COUNTY RESERVES THE RIGHT**

a) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately proposal any project that is outside the scope of this proposal, whether through size, complexity, or dollar value.

b) **Disadvantaged Business Enterprises (DBE's)**

The County, in its sole discretion, reserves the right to purchase any of the items in this proposal from a Disadvantaged Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this proposal from DBE's to fulfill the County's stated policy toward DBE's.

c) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

13. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

14. **DRUG FREE WORKPLACE**

Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

15. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the proposal response. This information may be accepted after opening, but no later than 10 calendar days after request.

16. **TERMINATION**

Any agreement as a result of this proposal may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Procurement Management Director may immediately terminate any agreement as a result of this proposal for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Procurement Management.

17. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a proposal are subject to public disclosure and will **not** be afforded confidentiality.

18. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are *not* to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

19. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

20. **CONFLICT OF INTEREST**

All firms are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22:

The County is prohibited from soliciting a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary contractor/consultant or a prominent member of the team, cannot be selected or retained, as the primary contractor/consultant or a named member of the contracting/consulting team, to perform project design, engineering, or construction services for subsequent phase s or scopes of work for this project. Pursuant to FS. S. 287.057(17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

Should your response be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the submittal from consideration for this project.

LEE COUNTY, FLORIDA
PROPOSAL STEP ONE
FOR
FGCU OFF-SITE UTILITY IMPROVEMENTS

DATE SUBMITTED: 2/24/2015

VENDOR NAME: Andrew Sitework LLC.

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:

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.

THE BELOW SIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO A PROPOSAL WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE).

The undersigned acknowledges receipt of Addenda numbers: 1, & 2.

FIRM NAME Andrew Sitework LLC.

BY (Printed): Ralph C. Andrew III

BY (Signature): 
RALPH C. ANDREW III

TITLE: President

FEDERAL ID # OR S.S.# 26-3291871

ADDRESS: 4696 Elevation Way, Fort Myers, FL 33905

PHONE NO.: 239-226-1606 FAX NO.: 239-226-1605

CELLULAR PHONE/PAGER NO.: 239-222-6787

DUNS#: 052740710

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: 1005090

E-MAIL ADDRESS: ralph@andrewsitework.com

DISADVANTAGED BUSINESS ENTERPRISE (DBE): Yes No

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
STEP ONE - QUALIFICATIONS
FGCU OFF SITE UTILITY IMPROVEMENTS**

SCOPE

Lee County Board of County Commissioners is requesting Proposals from interested contractors for work consisting of the installation of approximately 1,500 LF of 30" HDPE HDD and 600 LF of 24" PVC Force Main from Three Oaks WWTP to Ben Hill Griffin Blvd and, 3,100 LF of 18" PVC along Ben Hill Griffin Blvd from FGCU Lakes Pkwy to FGCU Blvd. 3,500 LF of 16" DIP Water Main improvement along Ben Hill Griffin Pkwy from FGCU Lake Pkwy W to FGCU Blvd.

All proposals must be made on the basis of the specification contained herein.

The DBE goal for this project is 5%. Bidder is required to provide information with respect to how this goal will be met; or, in the alternative, why meeting this goal is not possible. As meeting this goal is a concern for the County, the Bidder's response to this criteria will be considered and weighed in determining the responsiveness of the bid during the process of awarding this project.

COUNTY INTERPRETATION/ADDENDA

No interpretation or clarification of the meaning of the proposal documents will be binding if made to any Proposer orally. Every such request must be in writing, addressed to Amy Hofschneider @ ahofschneider@leegov.com, and received no later than Monday February 16, 2015 @ 2:00PM.

BASIS OF AWARD

The basis of award for Step Two will be the lowest (total bid) most responsive responsible bidder meeting all specifications. Lee County unconditionally reserves the right to award to the contractor whose prices, in its sole judgment, is the most realistic in terms of provision of the best services. Additionally, Lee County reserves the right to reject any and all bids at any time, unconditionally without cause.

QUALIFICATION AND SELECTION PROCESS

The County will receive Qualification Statements from potential contractors in response to the Request for Proposals included in this RFP. Based on the objective criteria for each of the Response Requirements, and other project criteria as may be determined by the Qualifications Review Committee to be applicable to the particular requirements of the project, the County will qualify Contractors to move forward to step two and have their pricing opened for consideration.

NOTE: Proposed short-list and final selection meeting dates are posted on the Procurement Management web page at www.lee-county.com/procurementmanagement (Projects, Award Pending).

FORMAT STEP ONE PROPOSAL STATEMENT

In an effort to maintain manageable file sizes, contractors should not include pictures, drawings, or graphs.

The technical proposal shall be written in sufficient detail to permit the county to conduct a meaningful evaluation of the proposed serves. No cost information is to be included with Step One.

Limit the color and number of images to avoid unmanageable file sizes.

NO PRICING – is to be submitted with Step One

COVER

- Company Name
- Contact Person
- Responsible Office
- Telephone Number
- Fax Number
- Email Address

Executive Summary

Tab 1 – Criteria 1

Tab 2 – Criteria 2

Tab 3 – Criteria 3

Tab 4 – Criteria 4

Tab 5 – Required Information – Step One

- Signed Proposal Form – Step One
- Contractors Qualification Questionnaire
- Contractor History
- Affidavit Principle Place of Business
- Local Vendor Preference Questionnaire
- Disadvantaged Business Enterprise Participation Form
- Affidavit Certification Immigration Laws

EVALUATION PROCESS AND CRITERIA

Step One

Proposals will be evaluated by selection committee consisting of county staff on the basis of the proposer's response to all requirements in their RFP. The evaluation committee will review and assess all submittals, based upon established criteria, which have been weighted and will be assigned points that measured the responsiveness to each identified criterion. The total number of points earned will be tallied for each proposal, and the proposals will be rank ordered, based upon the contractors submitted qualifications.

Only those firms achieving a minimum of 100 points, out of a total of 120 possible points, will be short listed to move forward to Step Two and have their pricing opened.

In addition to the requested information listed under Submission of Letters of Interest, Section B, firms should address the following in their submittal;

CRITERIA 1 - Experience in Congested Right-of-Way (Maximum Points: 55)

In a concise statement describe your firm/teams experience, expertise and qualifications in the construction and/or relocation of moderate to large diameter mains (16-inch and over) within congested Right-of-Ways. Provide documentation to show successful completion of at least one major utility installation of at least 16-inch diameter and greater than 3,500 LF of pipeline, which required coordination efforts with County/State DOT and other utility entities, within the past seven years.

CRITERIA 1 (continued)

- Project Name, Owner
- Owner's contact name, phone number and email address (ensure contact information is accurate and that contact has knowledge of the project)
- Cost (in dollars)
- Length of contract term (in days)
- Summary of work performed

CRITERIA 2 – Experience with horizontal directional drill installation (Maximum Point: 25)

In a concise statement describe your firm/teams experience, expertise and qualifications in the successful completion of at least one horizontal directional drill infrastructure installation of at least 16-inch diameter and greater than 1,200 LF of pipeline, within the past seven years.

- Project Name, Owner
- Owner's contact name, phone number and email address (ensure contact information is accurate and that contact has knowledge of the project)
- Cost (in dollars)
- Length of contract term (in days)
- Summary of work performed

CRITERIA 3 Approach (Maximum Points: 20)

To minimize disrupting the tourist season, the County desires an expeditious start up and completion of the entire project following award. Give a brief but concise statement to describe your firm/teams approach to the following items:

- Please state how many calendar days you will require following award to commence operations.
- Describe your firm's approach to fast track the construction of this project.
- Describe your firm's approach to minimize disruption to residents, natural environment, traffic and utility service during construction of the project.

CRITERIA 4 List of Equipment (Maximum Points: 20)

- Proposers need to demonstrate that they possess adequate equipment to perform the work. Bidder must be capable of providing an accurate as-built survey of the entire horizontal directional drill path and must use a proven drill head tracking method to provide a continuous and accurate determination of the location of the drill head during drilling operation. The drill head must be able to track at the maximum depth required in any soil condition, with accuracy of +/- 5% of the vertical depth of the borehole and accurate within two (2) feet horizontally. Provide a list and specifications of equipment planned to be utilized to perform this work.

Following the initial evaluation process, the highest ranking Proposer may be required to complete an additional questionnaire regarding more specific processes and capabilities, as well as provide additional pricing information. In addition, Proposer may be required to provide an on-site interview and/or system demonstration as it relates to requested and/or proposed services.

Proposals deemed to meet all minimum RFP requirements will be scored based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each proposal, and the proposals will be rank ordered, based upon the Proposer(s) submitted written materials.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor 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 shall 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 shall 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 FS 440 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

****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."***



LEE COUNTY
SOUTHWEST FLORIDA

Verification of Coverage:

1. Coverage shall 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 shall 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. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.



LEE COUNTY
SOUTHWEST FLORIDA

Lee County Ordinance No. 08-26

Local Bidder's Preference

AFFIDAVIT
PRINCIPAL PLACE OF BUSINESS

Principal place of business is located within the boundaries of Lee County.

X

Company Name: Andrew Sitework LLC
2/24/2015

Signature Ralph C. Andrew III Date

STATE OF FL
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 24 day of February,
20 15, by Ralph C. Andrew III who has produced

(Print or Type Name)
Known to me as identification.
(Type of Identification and Number)

Kaitlyn Baker
Notary Public Signature

Kaitlyn Baker
Printed Name of Notary Public
Notary Public State of Florida
Kaitlyn Baker
My Commission EE079823
Expires 03/31/2015
Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

NOTE: This form must be signed by the person who will sign, or has signed the Proposal/Quote Form. This form will become part of the contract documents.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ X MINORITY/ _____ WOMEN/ X
(Check appropriate designation)

DESCRIPTION OF WORK: Surveying, Layout & As-Built Drawings

SUBCONTRACTOR'S NAME: E.F. Gaines Surveying Services, Inc.

EST. DOLLAR VALE OF PROPOSED WORK: \$20,000.00

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ X MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: Material Supplier

SUBCONTRACTOR'S NAME: SUCA Pipe Supply

EST. DOLLAR VALE OF PROPOSED WORK: 200,000.00

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____


SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

TOTAL VALE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT WORK: \$ \$220,000.00

ESTIMATED TOTAL PERCENT (%) TO BE UTILIZIED: 9. %

Andrew Sitework LLC.
CONTRACTOR NAME



SIGNATURE
Ralph C. ANDREW III

2/24/2015
DATE

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFP150110 PROJECT NAME: FGCU OFFSITE UTILITY IMPROVEMENTS

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

<u>AA</u> Company Name: <u>Andrew Sitework LLC.</u>		
<u>Ralph C. Andrew III</u>	<u>President</u>	<u>2/24/2015</u>
Signature	Title	Date

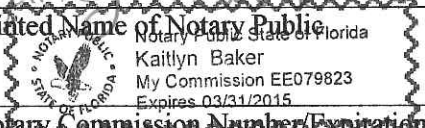
STATE OF FL
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 24 day of February 20 15, by Ralph C. Andrew III who has produced

(Print or Type Name)
Known to me as identification.
(Type of Identification and Number)

Kaitlyn Baker
Notary Public Signature

Kaitlyn Baker
Printed Name of Notary Public



Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

LEE COUNTY
CONTRACTORS QUALIFICATION QUESTIONNAIRE

THIS FORM SHOULD BE COMPLETED AND SUBMITTED WITH THIS BID PACKAGE. FAILURE TO SUBMIT THIS QUESTIONNAIRE MAY BE GROUNDS TO BE DECLARED NON-RESPONSIVE.

Submitted By: Andrew Sitework LLC.

Corporation - Date of Incorporation 8/28/2008 State of Incorporation: Florida
If Out of State Corporation, currently authorized to do business in Florida, give date of such authorization: _____

Partnership - Date of Organization: _____ Nature of Partnership: General _____
Limited Association _____

Individual - Name and Address of Owner _____

Joint Venture - Between: _____
Name Title
And: _____
Name Title
Date of Agreement: _____

Other - Explain _____

Parent Company Office Address (if any): _____

Principal Office Address: 4696 Elevation Way, Fort Myers, FL 33905

Name of Project (if applicable): FGCU Off-Site Utility Improvements

Person to Contact: Ralph C. Andrew III

Title: President Telephone No.: 239-226-1606

Type of Work (file separate form for each classification of work):

General Contractor: _____ Road Repair: _____

Underground Utilities: CUC1224664 Heavy Construction: _____

Road Building: _____ Other (specify): _____

The signee of this questionnaire guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

The undersigned hereby authorizes and requests any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested by Lee County Government deemed necessary to verify the statements made in this application or regarding the standing and general reputation of the Bidder.

1. How many years has your organization been in business as a Utility Contractor under your present name?
6+

2. Under what other or former names has your organization operated? N/A

3. List below your organizations Officers, Owners or Partners:

NAME	TITLE	ADDRESS	DATE ASSUMING POSITION
Ralph C. Andrew III	President	848 Woodridge Cir. Fort Myers	8/28/2008
Adam Youschak	Partner	4696 Elevation Way, Ft. Myers	8/28/2008

4. List Jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable:

JURISDICTION	TRADE	STATE CERT. NO.	LEE COUNTY COMP. NO.	STATE REG. NO.	LEE COUNTY BUSINESS TAX NO.	STATE PERMIT	EXPIRE DATE
Florida	Utilities	L08000082353	N/A	CUC1224664	1005090	N/A	N/A

5. List jurisdictions in which your organization's partnership or trade name is filed:

State of Florida

6. If the answer to any of the questions below is YES, please attach details. Reference pages to question number.

6.1 Has your organization ever failed to complete any work awarded to it? ___ Yes X No – See Page No. _____

6.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? ___ Yes X No – See Page No. _____

6.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last 5 years? _____ Yes X No – See Page No. _____

7. Has any Officer or Partner of your organization ever failed to complete a construction contract handled in his own name or as a qualifier for another? _____ Yes X No

If yes, state the name of the individual, other organization, when, where and the reason therefore:

N/A

8. Has any Officer or Partner of your organization ever been as Officer or Partner of some other organization that failed to complete a construction project? _____ Yes X No

If yes, state the name of the individual, other organization, when, where and the reason therefore:

9. Has your organization ever been refused registration by an Federal, State or Municipal Agency as a Pre-qualified Bidder or Qualified Bidder for construction Contracts? _____ Yes No

If yes, for what type of work? N/A

Give details and reason: N/A

10. Give below any information which would indicate the size and capacity of your organization, including the number of permanent employees engaged in estimating, purchasing, expediting, detailing and engineering, field supervision, field engineering and layout:

35 Full Time Emp., 2-Estimating, 4-Management, 3-Office, and 5 full utility crews & 1-Drill Crew
(use extension sheet if necessary and reference page number herein: _____)

11. Attach resumes of key personnel, including superintendents for field management. The resumes shall include the following information: Attached Resumes of PM, Super, Estimator/PM.

11.1 Name and present position or capacity

11.2 Years of construction experience, type of work, position or capacity and cost range

11.3 Years of related construction experience, type of work, position or capacity and cost range

11.4 Brief education and professional registrations

12. List of type of work normally provided by your own work forces:

Potable Water/Reuse Water, Sewer, Etc. All Utility installation/replacement

13. Indicate type of contracting undertaken by your organization and number of years of experience:

As General Contractor 6+ Years Underground Utilities Type

As SubContractor 6+ Years Underground Utilities Type

14. Attach the prime construction contracts your organization has underway on this date A-2

The list shall include the following information: (reference page numbers herein: A-2)

14.1 Project Title and Location

14.2 Contractor or SubContractor

14.3 Contract Amount and Date of Contract

14.4 Percent Complete

14.5 Project Manager or Superintendent

14.6 Required Completion Date

14.7 Name, Address and Telephone Number of Owner

14.8 Designing Architect/Engineer and Address

15. Attach the last five prime construction contracts completed in the past five years by your organization.

The list shall include the following information: (reference page numbers herein: A-3)

15.1 Project Title and Location

15.2 Contractor or SubContractor

15.3 Contract Amount and Date of Contract

15.4 Date Complete

15.5 Project Manager or Superintendent

15.6 Required Completion Date

15.7 Name, Address and Telephone Number of Owner

15.8 Designing Architect/Engineer and Address

16. Attach the prime construction contracts your organization has contracted with Lee County that are either underway or completed.

The list shall include the following information: (reference page numbers herein: A-4)

- 16.1 Project Title and Location
- 16.2 Contractor or SubContractor
- 16.3 Original Contract Amount and Date
- 16.4 Final Contract Amount
- 16.5 Percentage Complete
- 16.6 Project Manager or Superintendent
- 16.7 Required Completion Date
- 16.8 Name, Address and Telephone Number of Owner
- 16.9 County Sponsoring Department

17. If General Contractor, list one or more of the following subcontractors who have been associated with you on any of the projects listed above:

SUBCONTRACTOR (Name and Address)

- 17.1 Mechanical Work N/A

- 17.2 Plumbing N/A

- 17.3 Electrical N/A

- 17.4 Structural N/A

17.5 Three other major subcontractors:

- ADS Directional Drilling, LaBelle, FL - Lauro Acevedo 813-517-1335
- Strickler Bro's Underground, Ft. Myers - Steve Strickler 239-462-3770
- Marco Surveying & Mapping, Naples, FL - David Hyatt - 239-389-0026

18. List below the name of the bonding companies you use for construction project and the name, address and telephone number of your agent: Nielson, Rosenhaus & Associates. 8401 Lake Worth Rd. 2-231, Lake Worth, FL

Jackie Haynes @ 561-713-1453 (The Ohio Casualty Insurance Company)

19. List no less than three and preferably five financial references:

- Nielson Bonds. 561-713-1453
- Branch Banking & Trust Co. Gregory Gutheim SVP. 239-690-4867
- WEX Inc., 1-800-492-0669

20. What is the largest contract (dollar cost) ever performed by your organization?

\$2,727,000.00

21. What is the dollar value of the largest project you consider your organization is qualified to undertake?

\$10,000,000.00

Dated at 12:00 pm this 24th day of February, 20 15

Andrew Sitework LLC.
Name of Organization

BY: *[Signature]*
President *Ralph C. Andrew III*

Title of Person Signing

(if Corporation Affix Corporate Seal)

STATE OF FL

COUNTY OF Lee


The foregoing instrument was signed and acknowledged before me this 24 day of February, 20 15,

By Ralph C. Andrew Sitework LLC who has produced
(Print or Type Name)

Known to Me as identification.
(Type of Identification and Number)

[Signature]
Notary Public Signature

Daitlyn Baker
Printed Name of Notary Public

Notary Commission Number/Expiration


**LEE COUNTY
CONTRACTOR HISTORY**

Please answer the following four questions. Attach additional pages, if necessary.
Failure to submit this form may be grounds to be declared non-responsive.

1. Has your company, corporation, partnership, enterprise or any of its principals, partners or officers been charged, convicted or plead guilty to criminal violations of any state, federal or local environmental laws within the past seven years? If yes, please describe in detail the nature of the charge and its status, or the nature of the conviction or guilty plea.

No

2. Has your company, corporation, partnership, enterprise or any of its principals, partners or officers been cited or served notice of any civil violations of municipal, county, state or federal environmental laws, regulations or ordinances within the past seven years? If yes, please describe in detail the nature of the citation or notice of violation and the outcome or its current status.

No

3. Has your company, corporation, partnership, enterprise or any of its principals, partners, officers been cited or served notice of any violations of the Occupational Safety and Health Act of 1970 (OSHA) within the past seven years? If yes, please describe in detail the nature of the citation or notice of violation and the outcome or its current status.

No

4. Has your company, corporation, partnership, enterprise or any of its principals, partners or officers been a party in any litigation related to construction, contract or environmental laws within the past seven years? If yes, please describe the nature of the lawsuit(s), the names of the parties, the court and case number and the outcome or current status.

No

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

IMPORTANT: Please check off each of the following items as the necessary action is completed:

1. The Solicitation has been signed and with corporate seal (if applicable).
2. The Solicitation prices offered have been reviewed (if applicable).
3. The price extensions and totals have been checked (if applicable).
4. Substantial and final completion days inserted (if applicable).
5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
7. All modifications have been acknowledged in the space provided.
8. All addendums issued, if any, have been acknowledged in the space provided.
9. Licenses (if applicable) have been inserted.
10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
11. Contractor's Qualification Questionnaire and Lee County Contractor History (if applicable).
12. DBE Participation form completed and/or signed or good faith documentation.
13. Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
14. Any Delivery information required is included.
15. Affidavit Certification Immigration Signed and Notarized
16. Local Bidder Preference Affidavit (if applicable)
17. The mailing envelope has been addressed to:

Lee County Procurement Mgmt.
1825 Hendry St 3rd Floor
Ft. Myers, FL 33901
18. The mailing envelope **MUST** be sealed and marked with:
Solicitation Number
Opening Date and/or Receiving Date
19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)

****This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation.**

**END OF STEP ONE
QUALIFICATIONS**

BID BOND

Complete **EITHER** Lee County Paper Bid Bond, **OR** Lee County Electronic Bid Bond
Lee County Paper Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Andrew Site Work, LLC.

(BIDDER'S Name) as Principal, and
The Ohio Casualty Insurance Company (Surety's Name) a Corporation licensed to do

business under the laws of the State of Florida as a Surety, are held and firmly bound unto LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, in the SUM OF **One Hundred Sixty Eight Thousand, Seven Hundred and Fifty Dollars (\$168,750.00)** for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this 24th day of February, 2015

WHEREAS, said Principal is herewith submitting a Proposal for the construction of:

RFP150110 FGCU OFF-SITE UTILITY IMPROVEMENTS

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the COUNTY and provide other Insurance as may be required to the COUNTY within seven (7) calendar days after the written Notice of Award date, or within such extended period as the COUNTY may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said COUNTY in money the difference between the amount of the Bid of said Principal and the amount for which said COUNTY may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said COUNTY if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Board of County Commissioners for Lee County that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal:

B.P. B...
(By)

Andrew Site Work, LLC. (SEAL)
(Principal)

RALPH C. ANDREWS III
Printed Name

The Ohio Casualty Insurance Company (SEAL)

(Surety's Name)

Witness as to Surety:

As per attached power of attorney

(By-As Attorney-in-Fact, Surety)

Brett Rosenhaus,

Affix Corporate Seals and attach proper Power of Attorney for Surety.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6722649

American Fire and Casualty Company
The Ohio Casualty Insurance Company

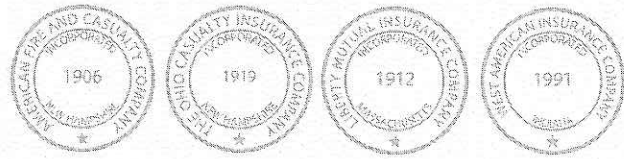
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brett Rosenhaus

all of the city of Lake Worth, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of September, 2014.



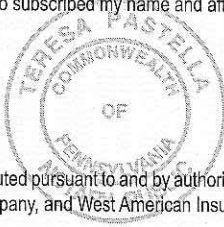
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 25th day of September, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of FEBRUARY, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ANDREW SITEWORK LLC.

STEP ONE-QUALIFICATIONS

FEBRUARY 24, 2015 @ 2:30 PM

PROJECT No. RFP150110

FGCU OFF-SITE UTILITY IMPROVEMENTS

To: LEE COUNTY PROCUREMENT MANAGEMENT

1825 HENDRY STREET, 3rd FLOOR, FORT MYERS, FL 33902

Contact Person: *Ralph C. Andrew III*

Responsible Office: President/CEO

P: (239) 222-6787

F: (239) 226-1605

Email: ralph@andrewsitework.com



Statement

Andrew Sitework, referred to now as (ASW) has successfully completed numerous projects throughout the state of Florida ranging in size from 1,100 LF of pipe to well over 32,000 LF of pipe per single project, most all of which were constructed within a County or FDOT right-of-way.

With bonding abilities of up to ten million dollars, strong management skills, willingness to travel, a wide range of knowledge and experience, (ASW) has the ability to take on multiple high profile projects throughout the state of Florida at any given time. (ASW) has spent a good deal of time investigating and researching this project and feel extremely comfortable taking on the challenge. We have allocated a full time general superintendent to manage daily activities and subcontractors. Mark Huff (ASW's) full time general superintendent has successfully overseen all projects completed by (ASW) within the last five years. His ability to multitask and manage numerous projects makes him an asset to our organization. Ralph Andrew has been appointed project manager of this project through to completion. Ralph is not only a project manager for (ASW) but also owner/operator. With a vast knowledge of the underground industry and 18 years experience, he is able to complete a project using the knowledge acquired throughout his carrier. We at (ASW) specialize in projects that require directional drilling and therefore have a better understanding of what issues or potential risks are involved in the bores. We have installed hundreds of thousands of feet of potable water, reclaimed water, and force main, irrigation main and electrical conduit by means of horizontal directional drill with our own work force and drill rigs.

This project is very straight forward and is exactly the type of project (ASW) is accustom too. We look forward to successfully completing this project for Lee County should we be awarded.

Regards,

Andrew Sitework LLC.

Additional information provided upon request.



Criteria-1

Andrew Sitework, referred to now as (ASW) has successfully completed numerous projects throughout the state of Florida ranging in size from 1,100 LF of pipe to well over 30,000 LF of pipe per single project, most all of which were constructed within a County or FDOT right-of-way.

Two of many listed below:

Project Name: Trunk Line-C Phase-6

Location: City of Winter Garden, FL

Owner: City of Winter Garden BOCC

Owner Contact: Art Miller, PM, & Engineer.

Number: (407) 841-4084 Ext. 201

Email: art@armengr.com

Contract Value: \$735,000.00

Completion Date: 2012

Brief Description:

4,700 LF of 18" PVC Force Main installation & 4,500 LF of 12" Water Main installation by open cut. 1,200 LF of 12" & 18" HDPE Main installed by Horizontal Directional Drill. This project required coordination with DEP, FDOT, & County, for the installation within the ROW's throughout the project. Along with numerous connections to the existing main, there was removal & replacement of existing sidewalks, clearing activities and ROW restoration. This project was completed successfully, on time and within budget.

Another good example would be:

Project Name: Osceola Parkway & Florida Turnpike Water Main Crossing

Location: Kissimmee, FL

Owner: Toho Water Authority

Owner Contact: Jay Morris. PM, & Engineer.

Number: (407) 425-0452

Email: jmorris@cphengineers.com

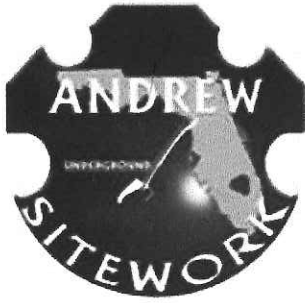
Contract Value: \$1,230,000.00

Completion Date: 2013

Brief Description:

This project was located in an extremely congested right-of-way along Osceola Parkway in Kissimmee Florida. The project required (ASW) to maintain all lanes of travel while Directional Drilling a single 1,500 LF bore of 30" Fusible PVC pipe under the Florida Turnpike for TWA and Port Authority. Extensive dewatering activities and the open cut installation of 24" Ductile iron pipe water main while maintaining pedestrian and vehicle traffic was priority. (ASW) worked diligently along with the project engineer and our drilling forces to redesign the bore path to help minimize disturbance to the residential community in close proximity as well as shorten drill time. This project was completed within the allocated time & within budget.

Additional Details about the projects listed will be provided upon request.



Criteria-2

Andrew Sitework, referred to now as (ASW) has successfully completed numerous projects requiring Horizontal Directional Drill method of installation. We specialize in projects that require directional drilling and therefore have a better understanding of what issues or potential risks are involved in the bores. We have installed hundreds of thousands of feet of potable water, reclaimed water, force main, irrigation main and electrical conduit by means of horizontal directional drill. Our driller for this project is one of the very best drillers in the state and has completed projects most drillers would not even attempt. One such project required the use of two American Auger 440T drill rigs, where he drilled the two rigs at one another crossing the Belvidere Feeder bay to pull a single 4,900 LF pull of 24" pipe using a 36" reamer in September of 2013 for FPL. This was a subaqueous bore and one of the most difficult bores ever conducted in this state. I have listed only a few projects below for your review but can provide much more should they be requested.

Project Name: Option T-8 Water Distribution System Expansion

Location: Naples, FL

Owner: City of Naples BOCC

Owner Contact: Erik Isern

Number: (239) 437-4601

Email: iserne@wseinc.com

Contract Value: \$812,567.00

Completion Date: 2014

Brief Description:

16" HDPE & DIP installed by Horizontal Directional Drill and open cut. This project required coordination with DEP, FDOT, & County, for the installation within the ROW's throughout the project. This project started at the intersection of 10th Street North and 2nd Ave in a commercial district of the city of Naples and continued west crossing US-41, within a travel lane in 2nd street passing numerous businesses including a hospital, within the median of 6th St. and within Central Ave. downtown Naples. Along with connections to the existing main, there was removal & replacement of existing sidewalks, curbing, Asphalt roadway milling and overlay, clearing activities and ROW restoration. This project was completed successfully, in far less time than allocated and within budget.

Project Name: Osceola Parkway & Florida Turnpike Water Main Crossing

Location: Kissimmee, FL

Owner: Toho Water Authority

Owner Contact: Jay Morris. PM, & Engineer.

Number: (407) 425-0452

Email: jmorris@cphengineers.com

Contract Value: \$1,230,000.00

Completion Date: 2013

Brief Description:

This project was located in an extremely congested right-of-way along Osceola Parkway in Kissimmee Florida. The project required (ASW) to maintain all lanes of travel while Directional Drilling a single 1,500 LF bore of 30" Fusible PVC pipe under the Florida Turnpike for TWA and Port Authority. Extensive dewatering activities and the open cut installation of 24" Ductile iron pipe water main while maintaining pedestrian and vehicle traffic was priority. (ASW) worked diligently along with the project engineer and our drilling forces to redesign the bore path to help minimize disturbance to the residential community in close proximity as well as shorten drill time. This project was completed within the allocated time & within budget.

Project Name: Pine Ridge Road Sewer Replacement

Location: Lee County

Owner: Lee County BOCC

Owner Contact: Kevin L. Higginson P.E.

Number: (239) 226-9660

Email: khigginson@greeley-hansen.com

Contract Value: \$1,430,000.00

Completion Date: 2012

Brief Description:

This project was located in an extremely congested right-of-way along Pine Ridge Road in South Fort Myers close to Fort Myers Beach. The project included a 1300 LF bore of 30" HDPE by directional bore as well as 2700 LF of 24" Ductile Iron Pipe by open cut within the congested ROW. There were numerous obstacles overcome to maintain traffic during construction including flagging operations, night work, and design changes to minimize disturbance to nearby residence and pedestrians. This project was completed within the allocated time & within budget.



Criteria-3

Approach:

- Please state how many calendar days you will require following award to commence operations.
ANSWER: ASW can and will start construction on this project immediately after Lee County issues a NTP. We will be ready to start long before the county is ready. We will require 30 days notice to have all forces on site in full operation.

- Describe your firm's approach to fast track the construction of this project.
ANSWER: ASW will have a Surveying subcontractor, Jack & Bore subcontractor, directional drill subcontractor, and utility pipe crews on site within 30 days. Our forces will work diligently to complete this project in a timely manor.

- Describe your firm's approach to minimize disruption to residents, natural environment, traffic and utility service during construction of the project.
ANSWER: Our approach to minimize disruption to residence, Natural environment, traffic, and existing utilities are always a priority on every project. Every effort will be taken to protect existing utilities during construction. Damage to existing utilities and or natural environment cost us time and money so we take this very seriously and protect both to prevent damage. Certified Maintenance of Traffic plans will be reviewed with a licensed State of Florida MOT coordinator to help maintain traffic without interruption or neglect to safety of both vehicular and or pedestrian traffic.

Additional Details regarding these topics will be provided upon request.



Criteria-4

Equipment:

This project will require the contractor to directional drill 1470 LF crossing under Interstate-75 both northbound and southbound lanes. In most cases a traditional walk over tracking system is used to track the pilot bores location and is an acceptable alternative to a grid type tracking system. A traditional walk over tracking system will most likely not be sufficient to locate and track the bore with complete accuracy in this projects complexity. A computerized grid system known as True-Tracker grid system type of locator will be used for complete accuracy of pilot bore location prior to pull back. This will help to create precise As-Built Drawings depicting the pipes true location both horizontally and vertically. A licensed and experienced wire line system operator will monitor the drill heads position during pilot bore through to completion. We will execute a

The drill rig used to conduct this bore will be an American Auger T440 boring Machine. This rig has more than enough pull back pressures to complete the bore successfully and without hesitation. All necessary support equipment including Betonite mixing systems, vacuum trucks, and heavy equipment will be on site to help in completing the bore.

Additional equipment such as Excavators, Loaders, mechanic trucks and utility supply vehicles will also be on site during drilling operations.

Additional Details regarding these projects will be provided upon request.



ANDREW SITEWORK LLC.
4696 Elevation Way, Fort Myers, FL 33905
O: (239) 226-1606 F: (239) 226-1605

Contracts Underway as of 2/17/2015

A-2

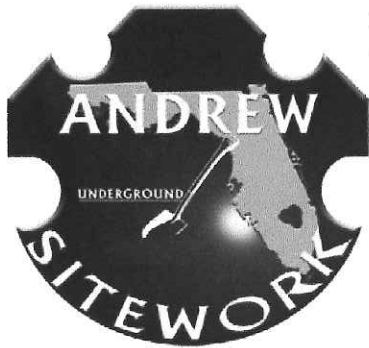
Project: Galvanized Pipe Replacement Section-1
Location: City of Cape Coral
Contractor: Andrew Sitework LLC.
Contract: \$2,727,900.00
Completed: On going
Owner: City of Cape Coral
Address: 1015 Cultural Park Blvd. CC, FL 33990
Contact: William H. Sperry, PE
Number: 239-574-0729
email: wsperry@capecoral.net
Discription: 32,000 LF of 2" 4" 6" and 8" C-900 by open cut. Directional Drilling of Decrotive Drives, several hundred water services, fire hydrant replacements, asphalt, concrete brick paver driveway replacement.

Project: Sun City Mobile Home Park Rehabilitation
Location: Ruskin, FL
Contractor: Andrew Sitework LLC.
Contract: \$949,668.00
Completed: On going/Closing Out
Owner: Hillsborough County, FL
Address: 601 E. Kennedy Blvd., 18th Floor, Tampa, FL 33602
Contact: Lisa Murrin
Number: 813-209-3044
email: murrinl@hillsboroughcounty.org
Discription: Subaqueous Directional Drill crossing the Little Manatee River pulling (2) 8" Fusable PVC pipes, Bundled 1,100 LF shot. Open Cut 4,000 LF 8" DIP and PVC Pipe.

Project: San Carlos WWTP Force Main Diversion
Location: S. Fort Myers, FL
Contractor: Andrew Sitework LLC.
Contract: \$564,964.00
Completed: On going
Owner: Lee County BOCC
Address: 1825 Hendry St. 3rd floor, Fort Myers, FL 33901
Contact: Jessica Munoz PE
Number: 239-533-8155
email: jmunoz@leegov.com
Discription: 6,700 LF of 8" HDPE installed by open cut and directional drill. Thirteen 2" Air Release Valve Assembly's and connections to existing main.

Project: Force Main 1MA Replacement
Location: Bradenton, FL
Contractor: Andrew Sitework LLC.
Contract: \$123,271.00
Completed: On going
Owner: Manatee County BOCC
Address: 1112 Manatee Avenue West, suite 803, Bradenton, FL 34208
Contact: Michael Sturm, PE
Number: 941-256-6722
email: michael.sturm@mymanatee.org
Discription: Directional Drill 8" HDPE Force Main East along 45th Ave West and North along 119th Street West. Connect to existing main at 119th Street West and Cortez Ave., and connect at existing Lift Station.

Project: Subaqueous Crossing to Indian Shores
Location: Pinellas County
Contractor: Andrew Sitework LLC.
Contract: \$1,334,000.00
Completed: On going/break ground in April 2015
Owner: Pinellas County BOCC
Address: 400 S. Ft. Harrison Ave., Annex Building-6th floor, Clearwater, FL 33756
Contact: David Fechter
Number: 727-464-3154
email: dfechter@pinellascounty.org
Discription: 1,850 LF Single bore of 14" HDPE installed by directional drill crossing a major intercoastal waterway. By-pass Pumping, Manhole Lining, Dewatering, Sound Barrier Wall to reduce noise from drill activities, Tie-ins to existing system.



ANDREW SITEWORK LLC.
4696 Elevation Way, Fort Myers, FL 33905
O: (239) 226-1606 F: (239) 226-1605

Last Five Projects Completed as of 2/17/2015

A-3

Project: Bryan & Bama Fire Protection Improvements Project
Location: Brandon, FL
Contractor: Andrew Sitework LLC.
Contract: \$1,661,000.00
Completed: 2014
Owner: Hillsborough County BOCC
Address: 601 E. Kennedy Blvd., Tampa, FL 33602
Contact: Mark Dillman, PM
Number: 813-209-3058
email: dillmanm@hillsboroughcounty.org
Discription: 21,000 + LF 6" & 8" PVC by Directional Drill, 400 + Water Services, 95 Fire Hydrants, Complete Restoration.

Project: Option T-8 Reclaimed Water Distribution System Expansion
Location: Naples, FL
Contractor: Andrew Sitework LLC.
Contract: \$812,567.00
Completed: October, 2014
Owner: City of Naples, FL
Address: 735 8th Street South, Naples, FL 34102
Contact: Erik Isern, PE
Number: 239-457-4601 Ext. 3205
email: iserne@wseinc.com
Discription: 3,700 LF of 16" HDPE DR-9 Reclaimed Water Main by Directional Drill. Asphalt pavement and Concrete Curb Replacement.

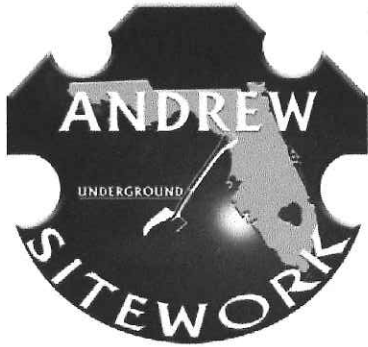
Project: Maravilla Circle Waterline Improvements
Location: Fort Myers, FL
Contractor: Andrew Sitework LLC.
Contract: \$370,743.00
Completed: 2014
Owner: City of Fort Myers, FL
Address: 2600 Dr. Martin Luther King Jr. Blvd., Fort Myers, FL 33916
Contact: Avelino Cancel, PM
Number: 239-671-4291
email: acancel@cityftmyers.com
Discription: 3,300 LF Water Main by Open Cut, services, Fire Hydrants, Asphalt and Concret Replacement.

Project: BRU/COB Reclaimed Water Interconnect Phase-III
Location: Manatee County
Contractor: Wright Construction Group (ASW) was a subcontractor
Contract: \$386,000.00
Completed: 2013
Owner: Lakewood Ranch Stewardship District / Braden Utilities
Address: 14400 Covenant Way, Lakewood Ranch, FL 34202
Contact: Robbie Powell
Number: 239-220-6806
email: robbie.powell@wrightg.com
Discription: 4,900 LF of 20" PVC pipe by Open cut. (ASW) worked as a subcontractor to the pime contractor, Wright Construction Group. This project required well point dewatering, use of a trench box for proper and safe installation and restoration.

Project: Island Park Road Water Main Extension
Location: S. Fort Myers, FL
Contractor: Andrew Sitework LLC.
Contract: \$59,549.00
Completed: 2014
Owner: Lee County Utilities
Address: 5180 Tice Street, Fort Myers, FL 33905
Contact: Justin Dodd
Number: 239-693-6453 Ext. 226
email: jdodd@leegov.com
Discription: 340 LF of 12" HDPE by Horizontal Directional Drill along Island Park Road in South Fort Myers. Wet tap connection to existing main and connection to existing valve.

Project: Bird Key Subaqueous Water Main Replacements
Location: Sarasota, FL
Contractor: Andrew Sitework LLC.
Contract: \$599,928.00
Completed: 2015
Owner: City of Sarasota BOCC
Address: 1565 First Street, Room 205, Sarasota, FL 34236
Contact: Stephen MacEachern, (Engineer)
Number: 941-256-6722
email: stephen.maceachern@stantec.com
Discription: Replace and abandon existing water mains crossing four intercoastal waterways within the Bird Key Community of Sarasota, Florida. The existing mains are attached to the bridges and were removed once the new mains were directional bored in place. Bypass systems and connections on both sides of each bridge, grout fill/abandonment of the existing mains below the ground and removal of that above ground. Mains from 10" to 14" were installed.

I have adden an additional project due to the fact that Andrew Sitework was not the prime contractor on the BRU Interconnect project. 90% of (ASW's) work is as a prime contractor.



ANDREW SITEWORK LLC.
4696 Elevation Way, Fort Myers, FL 33905
O: (239) 226-1606 F: (239) 226-1605

***Prime Contracts with Lee County* completed**

A-4

Project: Pine Ridge Road Sewer Replacement
Location: Fort Myers, FL
Contractor: Andrew Sitework LLC.
Contract: \$1,430,000.00
Completed: 2012
Owner: Lee County BOCC
Address: 1500 Monroe Street, Fort Myers, FL 33901
Contact: Luis Soto PM
Number: 239-533-8151
email: lsoto@leegov.com
Discription: 1,300 LF 30" HDPE Single Pull By HDD, 2800 LF 24" PVC by Open Cut, 370 CY Grouting Existing Main Connection to Existing Utilities, Asphalt Drives and Sidewalk Replacement & Restoration etc.

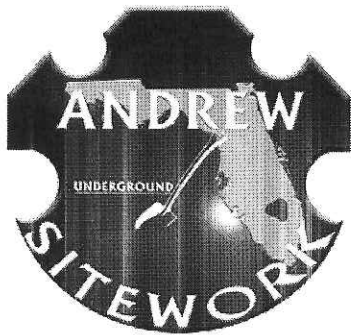
Project: Island Park Road Water Main Extension
Location: S. Fort Myers, FL
Contractor: Andrew Sitework LLC.
Contract: \$59,549.00
Completed: 2014
Owner: Lee County Utilities
Address: 5180 Tice Street, Fort Myers, FL 33905
Contact: Justin Dodd
Number: 239-693-6453 Ext. 226
email: jdodd@leegov.com
Discription: 340 LF of 12" HDPE by Horizontal Directional Drill along Island Park Road in South Fort Myers. Wet tap connection to existing main and connection to existing valve.

Project: Spanish Creek Restoration, Daniels Preserve, Phase-I
Location: E. Fort Myers, FL
Contractor: Andrew Sitework LLC.
Contract: \$180,235.00
Completed: 2014
Owner: Lee County BOCC
Address: 1500 Monroe Street, Fort Myers, FL 33901
Contact: Erik L. Howard, PE (Johnson Engineering)
Number: 941-766-6277
email: elh@johnsoneng.com
Discription: 2,800 LF of 10" PVC by open cut installation, a new pump station, double run of 30" RCP, and a stilling basin in the Daniels Preserve are of Fort Myers.

Project: Lift Station Tee Cut-in # 4482
Location: E. Fort Myers, off SR-80
Contractor: Andrew Sitework LLC.
Contract: \$11,712.00
Completed: 2013
Owner: Lee County Utilities
Address: 5180 Tice Street, Fort Myers, FL 33905
Contact: Richard Sims
Number: 239-639-2992 Ext. 213
email: rsims@leegov.com
Discription: Cut in a 24"x 8" Tee, Install (2) 24" Sleeves, 8" Plug Valve Assembly, and stub out. This was to be completed at night with two pumper tucks on site to extract waste.

Project: Water Service Installations, Sarasota Rd, Sebring Ln, Miami Blvd.
Location: S. Fort Myers/San Carlos Park.
Contractor: Andrew Sitework LLC.
Contract: \$94,172.00
Completed: 2013
Owner: Lee County Utilities
Address: 5180 Tice Street, Fort Myers, FL 33905
Contact: Justin Dodd
Number: 239-693-6453 Ext. 226
email: jdodd@leegov.com
Discription: Installation of 58 new water services on county installed main to abandon existing main running behind the residences.

Project: Water Services-Phase-2, Bartow, Winter Have, Orlando, Ocala Water Services
Location: S. Fort Myers/San Carlos Park.
Contractor: Andrew Sitework LLC.
Contract: \$78,581.00
Completed: 2013
Owner: Lee County Utilities
Address: 5180 Tice Street, Fort Myers, FL 33905
Contact: Justin Dodd
Number: 239-693-6453 Ext. 226
email: jdodd@leegov.com
Discription: Installation of 58 new water services on county installed main to abandon existing main running behind the residences.



ANDREW SITEWORK LLC.
4696 Elevation Way, Fort Myers, FL 33905
O: (239) 226-1606 F: (239) 226-1605

References

additional list of references available.

Project: Pine Ridge Road Sewer Replacement
Location: Fort Myers, FL
Contractor: Andrew Sitework LLC.
Contract: \$1,430,000.00
Completed: 2012
Owner: Lee County BOCC
Address: 1500 Monroe Street, Fort Myers, FL 33901
Contact: Luis Soto PM
Number: 239-533-8151
email: lsoto@leegov.com
Discription: 1,300 LF 30" HDPE Single Pull By HDD, 2800 LF 24" PVC by Open Cut, 370 CY Grouting Existing Main Connection to Existing Utilities, Asphalt Drives and Sidewalk Replacement & Restoration etc.

Project: Galvanized Pipe Replacement Section-1
Location: City of Cape Coral
Contractor: Andrew Sitework LLC.
Contract: \$2,727,900.00
Completed: On going (Completion January 2015)
Owner: City of Cape Coral
Address: 1015 Cultural Park Blvd. CC, FL 33990
Contact: William H. Sperry, PE
Number: 239-574-0729
email: wsperry@capecoral.net
Discription: 32,000 LF of 2" 4" 6" and 8" C-900 by open cut. Directional Drilling of Decrotive Drives, several hundred water services, fire hydrant replacements, asphalt, concrete brick paver driveway replacement.

Project: Winter Garden Trunk Line C Phase-6
Location: Winter Garden , FL
Contractor: Andrew itework LLC.
Contract: \$735,000.00
Completed: 2012
Owner: City of Winter Garden BOCC
Address: 1516 Hillcrest Street, Suite 212, Orlando, FL 32803
Contact: Art Miller, Engineer, PM
Number: 407-841-4084 Ext. 201
email: art@armengr.com
Discription: 4,700 LF 18" PVC Force Main, 4,500 LF 12" Water Main by open cut, 1,200 LF 12" & 18" by Directional Drill.

Project: Montgomery Ave & White Road Reclaimed Water Main
Location: City of Ocoee, FL
Contractor: Andrew Sitework LLC.
Contract: \$972,000.00
Completed: 2011
Owner: City of Ocoee BOCC
Address: 150 N. Lakeside Drive, Ocoee, FL 34761
Contact: David Wheeler, Engineer
Number: 407-905-3100
email: dwheeler@ci.ocoe.fl.us
Discription: 6,000 LF 16" HDPE by Directional Drill, 2,00 LF 4"-12" HDPE and PVC by Directional Drill.

Project: Northcliffe Force Main Replacement
Location: Hernando County, FL
Contractor: Andrew Sitework LLC.
Contract: \$850,000.00
Completed: 2010
Owner: Hernando County BOCC
Address: 20 N. Main Street, Room 365, Brooksville, FL 34601
Contact: Mark Morgan, Hernando County Engineer
Number: 352-754-4037
email: markm@co.hernando.fl.us
Discription: 6,700 LF 16" FPVC by Directional Drill, 280 LF Steel Casing by Jack & Bore, & Restoration

Project: Osceola Parkway/FL Turnpike Water Main Crossing
Location: Kissimmee, FL
Contractor: Andrew Sitework LLC.
Contract: \$1,230,000.00
Completed: 2013
Owner: Toho Water Authority
Address: 951 Martin Luther King Blvd, Kissimmee, FL 34741
Contact: Jay Morris, Engineer CPH
Number: 407-425-0452
email: jmorris@cohengineers.com
Discription: 1,500 LF Single Directional Bore of 30" FPVC Water Main, 1,500 LF 24" FPVC Carrier Pipe By HDD crossing the Florida Turnpike in Kissimmee, FL.

Project: Bryan & Bama Fire Protection Improvements Project
Location: Brandon, FL
Contractor: Andrew Sitework LLC.
Contract: \$1,661,000.00
Completed: 2014
Owner: Hillsborough County BOCC
Address: 601 E. Kennedy Blvd., Tampa, FL 33602
Contact: Mark Dillman, PM
Number: 813-209-3058
email: dillmanm@hillsboroughcounty.org
Discription: 21,000 + LF 6" & 8" PVC by Directional Drill, 400 + Water Services, 95 Fire Hydrants, Complete Restoration.

Project: Country Club Estates Water Main Replacement
Location: City of Deland, FL
Contractor: Andrew Sitework LLC.
Contract: \$735,000.00
Completed: 2011
Owner: City of Deland BOCC
Address: 1102 S. Garfield Ave, Deland, FL 32724
Contact: Keith Riger, City Engineer
Number: 386-626-7197
email: rigerk@deland.org
Discription: 17,000 LF 4" - 8" HDPE Water Main by Directional Drill, 125 Water Services, Numerous Fire Hydrants, 8,000 SY Asphalt Restoration, Concrete Driveway and Sidewalk Restoration.

Project: Water Distribution Interconnect With Moore Haven
Location: Lake Alfred, FL
Contractor: Andrew Sitework LLOC.
Contract: \$122,000.00
Completed: 2013
Owner: City of Lake Alfred BOCC
Address: 155 E. Pomelo Street, Lake Alfred, FL 33850
Contact: John Deaton, City Engineer
Number: 863-291-5270
email: ideaton@mylakealfred.com
Discription: 1,100 LF 10" HDPE Water Main by Directional Drill, Double Flow Meter Assembly & Connections to Existing

Project: Capital Water System Improvements Project
Location: Holy Hill, FL
Contractor: Andrew Sitework LLC.
Contract: \$665,000.00
Completed: 2012
Owner: City of Holy Hill BOCC
Address: 4401 East Port Pkwy., Port Orange, FL 32127
Contact: Andrew Giannini, Engineer
Number: 386-761-6810
email: agiannini@qlha.com
Discription: 9,800 LF 4", 6", & 8" PVC and HDPE by open cut and Directional Drill methods, Numerous Water Services, Fire Hydrants, and Restoration etc.

Project: Deland Water Mains 2012
Location: Deland, FL
Contractor: Andrew Sitework LLC.
Contract: \$540,000.00
Completed: 2012
Owner: City of Deland BOCC
Address: 1102 S. Garfield Ave, Deland, FL 32724
Contact: Keith Riger, City Engineer
Number: 386-626-7197
email: rigerk@deland.org
Discription: 6,000 LF 6" & 8" PVC & HDPE Water Main by open cut and Directional Drill Methods, Numerous Water Services, Fire Hydrants, and Restoration etc.

Project: Riverwood Water Main Replacement Project
Location: Naples, FL
Contractor: Andrew Sitework LLC.
Contract: \$895,000.00
Completed: 2012
Owner: Collier County BOCC
Address: 3301 Tamiami Trail E. Bldg H, Naples, FL 34112
Contact: Dayne Atkinson PM
Number: 239-252-5337
email: dayneatkinson@colliergov.net
Discription: 11,500 LF 8" RPVC by Directional Drill, 290 Water Services, BFP's Fire Hydrants, Mill & Overlay Asphalt and complete project restoration.

Project: Holiday Drive Waterline Replacement
Location: Tarpon Springs, FL
Contractor: Andrew Sitework LLC.
Contract: \$158,000.00
Completed: 2013
Owner: City of Tarpon Springs BOCC
Address: 300 Pine Street, Tarpon Springs, FL
Contact: Steve Weyer PM
Number: 727-942-5615
email: N/A
Discription: 1,560 LF 6" & 8" HDPE by Directional Drill, Water Service Replacement and project restoration.

Project: Chippewa Trail Water Main Improvements
Location: Maitland, FL
Contractor: Andrew Sitework LLC.
Contract: \$290,000.00
Completed: 2013
Owner: City of Maitland BOCC
Address: Maitland, FL
Contact: Robert Hyden, City Engineer
Number: 407-875-2115
email: rhyden@itsmymaitland.com
Discription: 3,100 LF 8" PVC by Directional Drill and Open Cut Methods. Numerous Water Services, Fire Hydrants etc.

Project: Option T-8 Reclaimed Water Distribution System Expansion
Location: Naples, FL
Contractor: Andrew Sitework LLC.
Contract: \$812,567.00
Completed: October, 2014
Owner: City of Naples, FL
Address: 735 8th Street South, Naples, FL 34102
Contact: Erik Isern, PE
Number: 239-457-4601 Ext. 3205
email: iserne@wseinc.com
Discription: 3,700 LF of 16" HDPE DR-9 Reclaimed Water Main by Directional Drill. Asphalt pavement and Concrete Curb Replacement.

Project: Sun City Mobile Home Park Rehabilitation
Location: Ruskin, FL
Contractor: Andrew Sitework LLC.
Contract: \$949,668.00
Completed: On going (December, 2014)
Owner: Hillsborough County, FL
Address: 601 E. Kennedy Blvd., 18th Floor, Tampa, FL 33602
Contact: Susan Martelli, PE.
Number: 813-977-6005
email: smartelli@metzgerwillard.com
Discription: Subaqueous Directional Drill crossing the Little Manatee River pulling (2) 8" Fusable PVC pipes, Bundled 1,100 LF shot. Open Cut 4,000 LF 8" DIP and PVC Pipe.

Project: Maravilla Circle Waterline Improvements
Location: Fort Myers, FL
Contractor: Andrew Sitework LLC.
Contract: \$370,743.00
Completed: 2014
Owner: City of Fort Myers, FL
Address: 2600 Dr. Martin Luther King Jr. Blvd., Fort Myers, FL 33916
Contact: Avelino Cancel, PM
Number: 239-671-4291
email: acancel@cityftmyers.com
Discription: 3,300 LF Water Main by Open Cut, services, Fire Hydrants, Asphalt and Concret Replacement.

Project: BRU/COB Reclaimed Water Interconnect Phase-III
Location: Manatee County
Contractor: (ASW) for, Wright Construction Group
Contract: \$386,000.00
Completed: 2013
Owner: Lakewood Ranch Stewardship District / Braden Utilities
Address: 14400 Covenant Way, Lakewood Ranch, FL 34202
Contact: Robbie Powell
Number: 239-220-6806
email: robbie.powell@wrightg.com
Discription: 4,900 LF of 20" PVC pipe by Open cut. (ASW) worked as a subcontractor to the pime contractor, Wright Construction Group. This project required well point dewatering, use of a trench box for proper and safe installation and restoration.



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**


(850) 487-1395

**ANDREW, RALPH CHANCEY III
ANDREW SITE WORK LLC
848 WOODRIDGE CIRCLE
FORT MYERS FL 33913**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CUC1224664 ISSUED 06/26/2014

**CERT UNDERGROUND & EXCAV GTR
ANDREW, RALPH CHANCEY III
ANDREW SITE WORK LLC**

IS CERTIFIED under the provisions of Ch. 489 F.S.
Expiration date: AUG 31, 2016 L1406260000960

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER
CUC1224664

**The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 F.S.
Expiration date: AUG 31, 2016**

**ANDREW, RALPH CHANCEY III
ANDREW SITE WORK LLC
848 WOODRIDGE CIRCLE
FORT MYERS FL 33913**



ISSUED: 06/26/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406260000960

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Andrew Sitework LLC.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶</p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i></p> <p>5 Address (number, street, and apt. or suite no.) Elevation Way</p> <p>6 City, state, and ZIP code Fort Myers, FL. 33905</p> <p>7 List account number(s) here (optional)</p> <p style="text-align: right;">Requester's name and address (optional)</p>
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Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
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Or										
Employer identification number										
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2	6	-	3	2	9	1	8	7	1	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/15/15
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Client#: 1462194

132ANDRESIT

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2014

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).

PRODUCER: BB&T-Oswald Trippe and Company, 13515 Bell Tower Drive, Fort Myers, FL 33907, 239 433-4535. CONTACT NAME: [blank], PHONE (A/C, No, Ext): 239 433-4535, FAX (A/C, No): 866-831-5271. INSURER(S) AFFORDING COVERAGE: FCCI Insurance Company, NAIC #: 10178. INSURED: Andrew Site Work LLC, 4696 Elevation Way, Fort Myers, FL 33905.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: GENERAL LIABILITY (GL00159252), AUTOMOBILE LIABILITY (CA00252192), UMBRELLA LIAB (UMB00175402), and WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (001WC14A7213).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded: Adam Youschak, Member

CERTIFICATE HOLDER CANCELLATION

Informational Purposes Only. 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: Marie Lynn Evans

State of Florida

Department of State

I certify from the records of this office that ANDREW SITE WORK, LLC, is a limited liability company organized under the laws of the State of Florida, filed on August 28, 2008, effective August 27, 2008.

The document number of this company is L08000082353.

I further certify that said company has paid all fees due this office through December 31, 2013, that its most recent annual report was filed on February 4, 2013, and its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this is
the Fourth day of February, 2013*



Ken Detjmer
Secretary of State

Authentication ID: CC7317914336

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

American Management Resources Corporation



Certifies that

Ralph Andrew

*Has successfully completed the 8 Hour OSHA Course for handling
Class II Asbestos-Containing Materials*

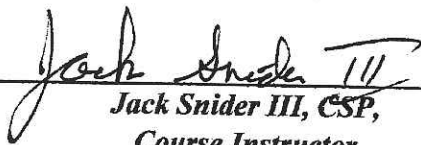
**CLASS II ASBESTOS WORK
8 Hour OSHA Course**

March 25, 2011

Course Date

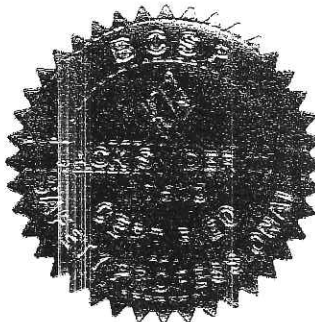
4391

Certificate Number


*Jack Snider III, CSP,
Course Instructor*

March 25, 2011

Exam Date



*Training Provided By AMRC
5230 Clayton Court • Fort Myers • Florida • 33907 • (239) 936-8266*



Department of Environmental Protection

2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2400

November 28, 2012

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. I greatly appreciate your participation in and successful completion of this course. I hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let me know if there are any errors in the certificate or card, or in the grading of your exam. If I can be of further assistance, please do not hesitate to contact me at 850/245-8294 or via email: halton.lunsford@dep.state.fl.us

Brian Brandfass
Andrew Site Work LLC
4696 Elevation Way
Ft. Myers, FL 33905

DEPARTMENT OF ENVIRONMENTAL PROTECTION
STORMWATER EROSION AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM

Brian Brandfass

Class Date Inspector Number
November 1, 2012 27909

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

Brian Brandfass

has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

Hal Lunsford
Hal Lunsford

November 1, 2012

Inspector Number 27909

Kristine Jones
Kristine Jones

Andrew Sitwong 
15 FEB 24 PM 2:17

RFP 150110

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
STEP TWO - PRICING
FGCU OFF SITE UTILITY IMPROVEMETNS**

DATE SUBMITTED: 2/24/2015

VENDOR NAME: Andrew Sitework LLC.

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:

FGCU OFF-SITE UTILITY IMPROVEMENTS

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:

SEE ATTACHED BID SCHEDULE

2. There is enclosed a Certified Check, Cashier's Check or Bid Bond (paper or electronic format) in the amount of **One Hundred Sixty Eight Thousand, Seven Hundred and Fifty Dollars (\$168,750.00)** 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.
- (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 2/10/15 Addendum No. Dated

Addendum No. 2 Dated 2/17/15 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 180 consecutive calendar days from date of Official Notice to Proceed.
- (b) Final completion in 210 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.

Per diem liquidated damages will be established via negotiations between the County and the awarded contractor based on the contract price.

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.

Ralph C. Andrew III
(Name of License Holder)

L08000082353
(State Certificate No.)

N/A
(Occupational No.)
(specify jurisdiction)

N/A
(Lee County Competency No.)

CUC1224664
(State Registration No.)

In witness whereof, the BIDDER has hereunto set his signature and affixed his seal this 24 day of February, A.D., 15.

ATTEST: _____ (SEAL)
Secretary

By: Printed Ralph C. Andrew III

By: Signature _____

TITLE: President

Andrew Sitework LLC.
Company Name

Ralph C. Andrew III
Contact Person

4696 Elevation Way
Mailing Address

ralph@andrewsitework.com
E-mail of Contact Person

Fort Myers, FL 33905
City, State, and Zip

239-226-1606
Phone Number

239-226-1605
Fax Number

**BID SCHEDULE
RFP150110
FGCU Off-Site Improvements
STEP TWO**

Date: 2/24/15

Proposer Name: ANDREW SITEWORK LLC.

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization/Demobilization	LS	1	\$93,783.00	\$93,783.00
2	Maintenance of Traffic	LS	1	\$55,203.00	\$55,203.00
3					
3a	12-inch PVC Force Main (Open Cut)	LF	35	\$85.50	\$2,992.50
3b	16-inch PVC Force Main (Open Cut)	LF	10	\$122.50	\$1,225.00
3c	18-inch PVC Force Main (Open Cut)*	LF	3067	\$111.20	\$341,050.40
3d	24-inch PVC Force Main (Open Cut)*	LF	466	\$110.70	\$51,586.20
3e	36-inch PVC Force Main (Spool Pieces)*	LF	10	\$253.00	\$2,530.00
3f	18-inch PVC Force Main in 30-inch Steel Casing (Jack and Bore)*	LF	110	\$1,183.13	\$130,144.30
3g	24-inch PVC Force Main in 30-inch Steel Casing (Jack and Bore)	LF	142	\$1,358.64	\$192,926.88
3h	30-inch HDPE Force Main (Horizontal Directional Drill)	LF	1470	\$366.70	\$539,049.00
3i	Connect to Existing Force Main				
3i1	Existing 12-inch Force Main Connection*	EA	3	\$31,903.00	\$95,709.00
3i2	Existing 16-inch Force Main Connection*	EA	1	\$11,375.00	\$11,375.00
3i3	Existing 36-inch Force Main Connection*	EA	1	\$17,376.00	\$17,376.00
3j	12-inch Plug Valve*	EA	4	\$1,947.00	\$7,788.00
3k	18-inch Plug Valve*	EA	3	\$2,806.00	\$8,418.00
3l	24-inch Plug Valve*	EA	3	\$4,079.00	\$12,237.00
3m	12-inch Line Stop	EA	3	\$11,274.00	\$33,822.00
3n	Leak Detection Assembly	EA	1	\$2,787.00	\$2,787.00
3o	Automatic Air Release Valve (Sewer)	EA	2	\$5,161.00	\$10,322.00
4	New Water Transmission Main				
4a	16-inch Ductile Iron Water Main (Open Cut)	LF	3480	\$145.70	\$507,036.00
4b	16-inch Gate Valve	EA	2	\$8,591.00	\$17,182.00
4c	16-inchX16-inch Hot Tap	EA	2	\$18,350.00	\$36,700.00
4d	Fire Hydrant Assembly	EA	5	\$6,766.00	\$33,830.00
4e	Automatic Air Release Valve (Sewer)	EA	2	\$4,064.00	\$8,128.00
5	12-inch water main (Abandon and Grout)	LF	300	\$33.00	\$9,900.00
6	12-Inch Water Main (Removal and Disposal)	LF	3100	\$14.50	\$44,950.00
7	5-Foot Wide Sidewalk Removal and Replacement	LF	200	\$30.00	\$6,000.00
				TOTAL PRICE	\$ 2,274,050.28

*See List for Direct Material Purchase

Total In Written Words two million, two hundred seventy four thousand, fifty dollars and twenty eight cents

BID BOND

Complete **EITHER** Lee County Paper Bid Bond, **OR** Lee County Electronic Bid Bond

Lee County Paper Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Andrew Site Work, LLC.

_____ as Principal, and
(BIDDER'S Name)
The Ohio Casualty Insurance Company _____ a Corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, in the SUM OF **One Hundred Sixty Eight Thousand, Seven Hundred and Fifty Dollars (\$168,750.00)** for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this 24th day of February, 2015

WHEREAS, said Principal is herewith submitting a Proposal for the construction of:

RFP150110 FCGU OFF-SITE UTILITY IMPROVEMENTS

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the COUNTY and provide other Insurance as may be required to the COUNTY within seven (7) calendar days after the written Notice of Award date, or within such extended period as the COUNTY may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said COUNTY in money the difference between the amount of the Bid of said Principal and the amount for which said COUNTY may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said COUNTY if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Board of County Commissioners for Lee County that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal:

[Signature]
(By)

Witness as to Surety:

As per attached power of attorney

Andrew Site Work, LLC. _____ (SEAL)

(Principal)
[Signature]
Printed Name Ralph C. ANDREW III

The Ohio Casualty Insurance Company _____ (SEAL)

(Surety's Name)
[Signature]
(By-As Attorney-in-Fact, Surety)

Brett Rosenhaus,

Affix Corporate Seals and attach proper Power of Attorney for Surety.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6722658

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brett Rosenhaus

all of the city of Lake Worth, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of September, 2014.



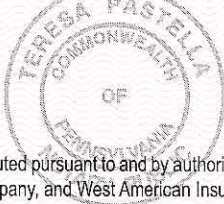
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 25th day of September, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of February, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Blue Sheet No. 20150175	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 9:30 AM Public Hearing 1
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TITLE:
Conduct Public Hearing to amend Lee Co. Ord 12-22 and Amend AC-3-10 EX 17-2.

ACTION REQUESTED:
Conduct Public Hearing for the adoption of an ordinance amending Lee County Cremation Fee Ordinance No. 12-22; and, adopt a Resolution amending Lee County Administrative Code AC-3-10, the External Fees and Charges Manual, in order to update Section EX 17.0, Medical Examiner.

FUNDING:
No funding required.

WHAT ACTION ACCOMPLISHES:
Adoption of the proposed ordinance amends Lee County Ordinance No. 12-22, as amended, to update the cremation authorization fee from Forty-Five Dollars (\$45.00) to Fifty Dollars (\$50.00); and, establishes collection fees for late payments. Also adopts a resolution updating Administrative Code AC-3-10, the External Fees and Charges Manual.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input checked="" type="checkbox"/> Ordinance 12-22 as amended <input checked="" type="checkbox"/> Admin Code AC-3-10 <input type="checkbox"/> Other	Commissioner: Department: COUNTY ATTORNEY Division: No Divisions By: Andrea R. Fraser

Background:

The Board of County Commissioners adopted Lee County Ordinance No. 04-19, the "Lee County Cremation Fee Ordinance", on October 24, 2004 and subsequently amended the ordinance by adopting Lee County Ordinance No. 10-44 on November 23, 2010, and Lee County Ordinance No. 12-22 on September 25, 2012.

Section One, "Setting of Fees" of Lee County Ordinance No. 12-22, as amended, set the District 21 Medical Examiner's Fee for cremation authorizations at Forty-Five Dollars (\$45.00); and, establishes collection fees for late payments.

The Medical Examiner has contacted Lee County to request it update Section One, "Setting the Fees", to increase the fee to help defray the rising costs involved with cremation approvals. If the amendment to the ordinance is approved, the effective date of the cremation authorization fee increase would be

Required Review:					
Andrea R. Fraser	Anne Henkel	Peter Winton	Peter Winton		
COUNTY ATTORNEY	Budget Analyst	Budget Services	County Manager		

effective upon its filing with the Office of the Secretary of the Florida Department of State.

Additionally, the Board is requested to approve a Resolution to amend Administrative Code AC-3-10, the External Fees and Charges Manual, by updating Section EX 17.0, Medical Examiner, to increase cremation fee from Forty-Five Dollars (\$45.00) to Fifty Dollars (\$50.00).

1. Proposed Ordinance
2. Proposed Resolution
3. FAIS

LEE COUNTY ORDINANCE NO. ____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, AMENDING LEE COUNTY ORDINANCE NO. 04-19, AS AMENDED BY ORDINANCE NO. 12-22, RELATING TO CHARGING AND COLLECTING OF FEES BY THE DISTRICT 21 MEDICAL EXAMINER FOR PROVIDING EXAMINATIONS AND INVESTIGATIONS RELATING TO CREMATION, DISSECTION, AND BURIAL AT SEA; INCREASING THE FEES FROM FORTY-FIVE DOLLARS (\$45.00) TO FIFTY DOLLARS (\$50.00); ESTABLISHING COLLECTION FEES FOR LATE PAYMENTS; PROVIDING FOR THE ESTABLISHMENT OF A SCHEDULE OF FEES BY RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING.

WHEREAS, the Board of County Commissioners of Lee County, Florida, previously adopted Ordinance No. 04-19, relating to the cremation fee; and,

WHEREAS, the Board of County Commissioners of Lee County, Florida, subsequently amended Ordinance No. 04-19 by Ordinance No. 12-22, amended September 25, 2012; and,

WHEREAS, the Board of County Commissioners of Lee County, Florida, now desires to amend Lee County Ordinance No. 12-22 in order to increase the fee from Forty-Five Dollars (\$45.00) to Fifty Dollars (\$50.00); and,

WHEREAS, The Board of County Commissioners of Lee County, Florida, allow a late payment fee to be assessed for cremation invoices in arrears for 30 or more days.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA THAT:

SECTION ONE:

This Ordinance amends Lee County Ordinance No. 12-22, as set forth herein. The amendments and revisions set forth in the following Sections are hereby adopted, with strike-through type being the language deleted and underlined text being language added.

SECTION TWO:

Section One of Lee County Ordinance No. 12-22, is hereby further amended to read as follows:

SECTION ONE: SETTING OF FEE

The cremation authorization fee is established at ~~Forty-Five Dollars (\$45.00)~~ Fifty Dollars (\$50.00) for each cremation approval issued by the Medical Examiner's Office for Lee County.

A late payment fee will be assessed for cremation invoices in arrears for 30 or more days.

SECTION THREE:

Section Four of Lee County Ordinance No. 12-22, is hereby further amended to read as follows:

SECTION FOUR: EFFECTIVE DATE

This ordinance will become effective ~~January 1, 2013~~ June 1, 2015.

SECTION FOUR:

Section Five is hereby added:

SECTION FIVE: MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING

It is the intent of the Board of County Commissioners that the provisions of this Ordinance may be modified as a result of consideration that may arise during Public Hearing(s). Such modifications shall be incorporated into the final version.

(Balance of Page Left Intentionally Blank)

Commissioner ____ made a motion to adopt the foregoing ordinance, seconded by Commissioner _____. The vote was as follows:

John Manning	___
Cecil L Pendergrass	___
Larry Kiker	___
Brian Hamman	___
Frank Mann	___

DULY PASSED AND ADOPTED this ____ day of _____ 2015.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Brian Hamman, Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

Office of the County Attorney

LEE COUNTY RESOLUTION NO. _____

A RESOLUTION OF THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS RELATING TO AMENDMENTS TO THE LEE COUNTY ADMINISTRATIVE CODE AS ADOPTED BY LEE COUNTY ORDINANCE NO. 97-23; PROVIDING FOR APPROVAL OF CERTAIN AMENDMENTS TO THE LEE COUNTY ADMINISTRATIVE CODE PERTAINING TO MEDICAL EXAMINER FEES FOR CREMATION AUTHORIZATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners (Board) is the governing body in and for Lee County, a political subdivision of the State of Florida; and,

WHEREAS, the Board has previously enacted Lee County Ordinance No. 96-01, creating a charter form of government for Lee County pursuant to Section 125.80, et seq., Florida Statutes, and which was approved and ratified by the Electorate of Lee County on November 5, 1996; and,

WHEREAS, the Board subsequently repealed and replaced Ordinance No. 96-01, as amended, by enacting Lee County Ordinance No. 08-15, the “Lee County Charter”; and

WHEREAS, the Board has previously enacted Lee County Ordinance No. 97-23, which adopted the Lee County Administrative Code pursuant to the Lee County Charter; and,

WHEREAS, Lee County Ordinance No. 97-23 at Section III provides that amendments to the Lee County Administrative Code are to be made by Resolution of the Board at a regularly scheduled Board meeting; and,

WHEREAS, certain amendments to the Lee County Administrative Code are now proposed, and the Board finds that the proposed amendments are acceptable, serve a public purpose and are consistent with the terms and conditions of the Lee County Charter.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

1. The above preamble is hereby accepted and approved as true and accurate, and is adopted and incorporated herein as if set out further at length.
2. The proposed amendment to Lee County Administrative Code AC-3-10 pertaining to External Fees and Charges Manual, EX 17-2, Medical Examiner Cremation Authorization Fee (attached hereto as Exhibit A), is approved, and is hereby directed to be incorporated into the Lee County Administrative Code as indicated in the amendment(s).
3. The provisions of this Resolution are severable, and it is the intention to confer to the whole or any part of this Resolution, the powers herein provided for. If any provision of this Resolution is held unconstitutional by a court of competent jurisdiction, the decision of such court will not affect or impair the remaining provisions of this Resolution. It is hereby declared to be the Board's legislative intent that this Resolution would have been adopted had such an unconstitutional provision not been included herein.
4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor or concept of this Resolution, then this

Resolution may be revised without subsequent approval by the Board of County Commissioners.

- 5. This Resolution will become effective immediately upon its adoption by the Board of County Commissioners.

Commissioner _____ made a motion to adopt the foregoing resolution.

The Motion was seconded by Commissioner _____. The vote was as follows:

John Manning _____
Cecil L Pendergrass _____
Larry Kiker _____
Brian Hamman _____
Frank Mann _____

DULY PASSED AND ADOPTED this ___ day of _____ 2015.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Brian Hamman, Chair

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

By: _____
Office of the County Attorney

**LEE COUNTY, FLORIDA
FINANCIAL & ADMINISTRATIVE IMPACT STATEMENT
PROPOSED COUNTY ORDINANCE**

NAME OF ORDINANCE: Amendment to Ordinance No. 12-22, as amended,
Cremation District 21 Medical Examiner

A. Statement of Purpose

Cremation Fee increase from Forty-Five Dollars (\$45.00) to Fifty Dollars (\$50.00) in the procedures for charging and collecting fees by the District 21 Medical Examiner to provide examinations and investigations relating to cremation, dissection, or burial at sea; and, establish collection fees for late payments.

B. Narrative Summary of Ordinance (Several Sentence Summary)

Section 406.11(1)(c), Florida Statutes, requires the District 21 Medical Examiner to determine the cause of death by such examinations, investigations, and autopsies as deemed necessary, when a body is to be cremated, dissected, or buried at sea. Fees imposed for approval to cremate will be used to offset expenses of the Medical Examiner and Lee County.

C. Principal Division(s) or Department(s) Affected (List)

District 21 Medical Examiner
Budget Services

**LEE COUNTY, FLORIDA
FINANCIAL & ADMINISTRATIVE IMPACT STATEMENT
PROPOSED COUNTY ORDINANCE**

**II. Fiscal Impact on County Agencies/County Funds
(This section to be completed by Division of Budget Services)**

A. What is estimated Demand? N/A
(Develop Indicators)

B. What is estimated Workload? N/A
(Develop Indicators)

C. What are the estimated costs:

	1ST YEAR \$'s		2ND YEAR \$'s	
	<u>Existing</u>	<u>New</u>	<u>Existing</u>	<u>New</u>
PERSONNEL	N/A		N/A	
FRINGE	N/A		N/A	
OPERATING	N/A		N/A	
CAPITAL OUTLAY	N/A		N/A	

TOTAL

D. List the anticipated revenues to cover costs identified in II.C. above. If a fee is to be charged, answer the following:

1. What is the basis (rationale) for the fee?
Offset Medical Examiner expenses

2. Do the anticipated fees cover the full cost of operation? If not, what percentage of the costs are covered? N/A

D. Give a brief narrative analysis of the information contained in II.A. through D. above.

The county charges a fee for each cremation authorization issued by the Medical Examiner. The fee helps offset Medical Examiner expenses. Per contract, 30% of the fees collected go to the Medical Examiner. For FY3-14, there were 5,010 cremation authorizations resulting in proceeds to the General Fund of \$157,815.

(5,010 * \$45= \$225,450 less 30% or \$67,635 to ME = \$157,815)

If the fee is increased to \$50 the anticipated annual proceeds to the General Fund are \$175,350.

(5,010 * \$50 = \$250,500 less 30% or \$75,150 to ME = \$175,350)

(FY14-15 will be for approximately four months = \$58,450)

Blue Sheet No. 20150192	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. 9:30 AM Public Hearing 2
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TITLE:
Conduct Public Hearing to amend Conservation 20/20 Ordinance.

ACTION REQUESTED:
Adopt amendments to the Lee County Conservation 20/20 Land Program existing ordinance No. 96-12 as amended and restated by ordinances Nos. 05-17 and 13-09.

FUNDING:
No increase to current budget.

WHAT ACTION ACCOMPLISHES:
Amends the Conservation 20/20 ordinance to incorporate changes recommended by the Board of County Commissioners, Office of the County Manager, and Conservation Lands Acquisition and Stewardship Committee. These changes are the result of discussions, work sessions, and special workshops starting in December 2013 to redefine program objectives, criteria, and review and appropriation.

MANAGEMENT RECOMMENDATION:
Approve.

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input checked="" type="checkbox"/> Ordinance 96-12, 05-17, and 13-09 <input type="checkbox"/> Admin Code <input type="checkbox"/> Other (Public Hearing)	Commissioner: Department: COUNTY MANAGER Division: County Administration By: Peter Winton

Background:

Proposed changes to the Conservation 20/20 Program are a result of more than a year's work on redefining the program, including Board work sessions and a facilitation process with CLASAC that resulted in two sets of recommendations (July 17, 2014 and September 11, 2014).

Relevant changes include language to continue the program; added flexibility for water quality, water supply, and open space purchases; incorporation of management costs into the Continuation Budget; a requirement of a super-majority vote for changes; and an acquisition-fund replenishment clause.

Required Review:					
Peter Winton	Michael D. Jacob	Anne Henkel	Peter Winton	Roger Desjarlais	
COUNTY MANAGER	County Attorney	Budget Analyst	Budget Services	County Manager	

TIMELINE TO THIS POINT:

Dec. 10, 2013 (Board Work Session)

- Work Session on program history, ordinance changes, management costs, acquisition process, and referendum.

Jan. 6, 2014 (Board Work Session)

- Discussion of evaluation criteria.

Apr. 1, 2014 (Board Work Session)

- Referendum discussion, revised evaluation criteria, acquisition bluesheet process.

July 2, 8, and 17 (Herb Marlowe Facilitation with CLASAC)

- Work session on program goals, structure, and funding strategies. First set of recommendations adopted and sent to Board on July 17.

Aug. 5, 2014 (Board Budget Work Session)

- Discussed and gave feedback on CLASAC's five recommendations from July 17.

Sep. 11, 2014 (Regular CLASAC Meeting)

- Second set of recommendations sent to Board.

Nov./Dec. 2014

- Staff drafts ordinance changes based on CLASAC recommendations of July 17 and Sep. 11 and Board Discussion throughout budget process.

Jan. 20, 2015 (Board Work Session)

- Staff presentation of proposed ordinance changes based on prior Board discussions and CLASAC input. Board sends back to CLASAC for review.

Feb. 12, 2015 (CLASAC Meeting)

- CLASAC reviews and discusses proposed changes and sets a special meeting to do an in-depth review.

Feb. 19, 2015 (Special CLASAC Workshop)

- CLASAC subcommittee proposes its changes to staff recommendation.

March 12, 2015 (CLASAC Meeting)

- CLASAC considers and discusses changes proposed from Feb. 19 special meeting. Agrees to vote on complete set of changes at April 9, 2015 meeting.

April 7, 2015 (Board Meeting)

- Agenda item to set April 21, 2015 public hearing on proposed amendments.

April 9, 2015 (CLASAC Meeting)

- CLASAC voted on its final recommendations.

April 15, 2015 (Executive Regulatory Oversight Committee Meeting)

- EROC reviewed proposed ordinance changes.

April 21, 2015 (Board Meeting)

- Public hearing on proposed ordinance changes.

LEE COUNTY ORDINANCE NO.

AN ORDINANCE AMENDING AND RESTATING LEE COUNTY ORDINANCES 05-17 AND 13-09 PERTAINING TO THE LEE COUNTY CONSERVATION 20/20 LAND PROGRAM; AND ESTABLISHING PROVISIONS RELATED TO THE **ANNUAL REVIEW SEPARATE FUNDING** OF THE PROGRAM AS WELL AS ACQUISITION, **AND MANAGEMENT, AND FUNDING** FROM AND THROUGH THE GENERAL FUND; PROVIDING FOR SEVERABILITY; CODIFICATION; INCLUSION IN THE CODE; SCRIVERNER'S ERRORS; AND, AN EFFECTIVE DATE.

WHEREAS, the public health, safety and welfare is served, promoted and enhanced by the acquisition and management of environmentally critical or sensitive lands for the protection of natural flood plains, marshes or estuaries; for surface water management and water supply, for the restoration of altered ecosystems; and to provide wildlife management areas and recreation opportunities; and the conservation of said natural resources; and,

WHEREAS, applicable Florida Statutes reflect that such land acquisition and improvement serves a public purpose; and,

WHEREAS, Lee County has determined it is in the public's interest to submit to voter referendum the issue of whether the County should be authorized to levy and use certain ad valorem tax funds to finance the purchase and improvement of said lands; and,

WHEREAS, it is further in the public's interest to have any resulting acquisition and improvement program procedurally implemented in a manner that sets specific guidelines for the program and provides the County with recommendations to ensure effective and successful completion of the program; and,

WHEREAS, the Board of County Commissioners recognizes the need for the creation of an advisory committee in order to advise the County and public in the implementation of the program and in proceeding with projects constituting a part of the limited general obligation bond acquisition and improvement program; and,

WHEREAS, on July 31, 1996, the Board of County Commissioners adopted Lee County Ordinance No. (LCO) 96-12 to implement the Lee County Conservation Land Acquisition and Stewardship Program ("Program") through the creation of the "Land Committee"; and,

WHEREAS, on September 13, 2005, LCO 96-12 was amended, restated and repealed by LCO 05-17, which was subsequently amended on May 28, 2013 by LCO

13-09 in order to implement the recommendations of the Special Advisory Committee known as the Conservation 20/20 Blue Ribbon Committee; and

WHEREAS, the Board of County Commissioners now desires to codify, amend and restate LCO 05-17, as amended by LCO 13-09, in order to reflect the Board's desire clarify expenditures applicable to the lands purchased and managed under this Program.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA that:

SECTION ONE: **NAME**

This Ordinance shall be known as the Lee County Conservation Lands Implementation Ordinance.

SECTION TWO: **CREATION OF AN ADVISORY COMMITTEE**

The Board of County Commissioners hereby creates and establishes the Conservation Lands Acquisition and Stewardship Committee (**CLASAC**), **hereinafter called ~~The Land Committee~~**.

SECTION THREE: **OBJECTIVES AND DUTIES**

The **CLASAC Land** Committee will advise and provide recommendations to the Board concerning the County's environmentally critical or sensitive land purchase and improvement program, "The Land Program," **more commonly known as the Conservation 20/20 program**. Upon formation of the Land Committee, the Board, with input from the Committee, shall establish reasonable rules, guidelines and milestones in order for the Committee to meet its objectives and duties as provided herein.

The Land Committee will perform the following functions:

- A. Review and provide recommendations concerning the County's **levy of millage and** use of ad valorem funds in order to finance and implement the Land Program.
- B. **Recommend Establish** the parameters of The Land Program to include, but not limited to, criteria for land purchases, procedures to implement the Program, and process for ranking purchase projects. The Land Program parameters will be confirmed by the Board by subsequent Resolution.

- C. ~~Develop for Board approval, an Annual Property Acquisition Map depicting properties that are either nominated for acquisition and are actively being pursued for purchase, or have been purchased by the County under the Land Program.~~
- D. ~~Make recommendations regarding the use of Management Funds Set aside no less than ten percent (10%) of the Program revenues for a trust fund to enable restoration, perpetual management and public access for the acquired properties. Procedures for expenditures from the Management trust fund will be recommended to, and approved by, the Board of County Commissioners.~~
- E. Review established Land Program criteria and guidelines and provide recommendations for amendments and/or modifications to The Land Program that serve to enhance the effective operation of same.
- F. Provide periodic input and updates on the implementation and operation of The Land Program, to include but not limited to land purchase status, expenditures and availability of funds.
- G. Disseminate to and coordinate with Lee County local governments, potentially affected property owners and the general public by public hearing or otherwise, information concerning the program guidelines and the rationale for parcel selection.
- H. Coordinate with and assist as necessary Lee County staff in acquiring and managing the Program lands.
- I. Offer amendments and/or modifications to this Ordinance as necessary to effectively and successfully implement the Program.
- J. Once the purchase price and terms of purchase of land under the Land Program is complete and ready for Board approval, the Committee may review and provide a recommendation to the Board concerning the negotiated purchase price and terms of purchase. The Committee may recommend purchase as proposed or may recommend not moving forward with the negotiated price. For those purchases where the Committee recommends not moving forward, the Committee must provide the basis for its recommendation. The Board has the discretion to accept or reject the Committee's recommendation. In making its recommendation, the Committee may consider the following:
 - 1. Appraisals prepared for the property.

2. Analysis of the valuation method used and the comparable sales data, adjustments, and assumptions made to support the valuation.
3. Effect of encumbrances on the valuation of the property.
4. Development Regulations and existing entitlements applicable to the property and potential for development of the property under current development regulations and entitlements.
5. Expenses associated with the maintenance of the property.
6. Any further matters deemed necessary by the Committee for an analysis of the negotiated purchase price.

As a part of the presentation of the parcel to the Board for purchase, County Staff will provide the Board a written report of the Committee's recommendation. The report must include a summation of the majority's recommendation, including justifications if given, and a summation of the minority's recommendation, including justifications if given.

SECTION FOUR: PROGRAM CRITERIA

Notwithstanding the duties and objectives as specified in Section Three, supra, the Land Program shall be subject to the following general criteria:

- A. All land acquisitions and land improvement functions must be consistent with the legal and financial parameters of any County ~~levy of millage and~~ use of ad valorem tax proceeds providing funds for The Land Program.
- B. All land purchases shall conform to those laws applicable to the County purchase of real property or any interest therein.
- C. All lands shall be purchased in a legal interest sufficient to meet the objectives for the uses of the acquired lands herein, this may include, where appropriate, the use **of easements and the purchase of development rights as other possible means to acquire interests in those lands identified in paragraph G of Conservation Easements as another possible means to acquire environmentally sensitive lands.** Notwithstanding, property owners may donate and the County may accept donations of environmentally sensitive lands into the Conservation 20/20 Program, so long as the donated property meets the Conservation 20/20 Program criteria and the Board of County Commissioners formally accepts the donation.

- D. **Evaluation criteria Priorities** for land purchase **will be reviewed and amended, as necessary** ~~must be reviewed and amended, if necessary,~~ **at least on an annual basis. Criteria for ranking and prioritizing purchases will be approved by the Board of County Commissioners.**
- E. **This is a willing buyer/seller program. Purchases will be for fee simple and/or other property interests, such as easements and purchase of development rights, as approved by the Board of County Commissioners.**
- F. All lands considered for purchase with an asking price of \$499,999 or less will be appraised by at least one state certified appraiser. All lands considered for purchase with an asking price of \$500,000 or more will be appraised by no less than two state certified appraisers. If there is a difference of 20% or more between the valuations provided within the two appraisals, the property must be appraised by a third state certified appraiser.
- G. In general, the lands considered for purchase should have critical or sensitive conservation value, be large enough in size to be effectively managed or be a unique/rare habitat type, contribute positively to surface water management, **water quality**, water **recharge and** supply, flood control, wildlife habitat, appropriate passive public recreation, **or open space.**
- H. **NEW Program funds, from the acquisition fund, can be spent on existing Conservation 20/20 lands for water quality improvement projects that enhance or restore the natural communities on site. New properties that meet both conservation and water quality goals can be purchased, with improvements paid from the acquisition fund.**
- I.H. Land purchases will be consistent with those lands as identified in the Lee County Comprehensive Plan as being appropriate for conservation and protection of natural resources efforts and public recreation.
- J.I. Lands to be acquired under The Land Program will be subject to the County's receipt of off-site mitigation credits from appropriate agencies or agency, as the case may be.
1. For purposes of this Section I., the term "Mitigation" means, includes and applies to, wetlands, wildlife and vegetative habitats, water quality and any other forms of mitigation as defined and described by Federal and State permitting agencies when reviewing permit

applications for projects which require compensatory mitigation as defined, for project environmental impacts.

2. For purposes of this Section I., any lands acquired under the Lands Program providing compensatory mitigation credits for project environmental impacts, such credits may be used for County projects and other public projects as advanced by the State of Florida, municipalities within Lee County and the School District of Lee County, subject to review and recommendation to the Board of County Commissioners by the Land Committee on a case-by-case basis.
3. For purposes of this Section I., it is the intent of this Ordinance that the requirement for the eligibility of mitigation credits from permitting agencies for lands acquired under the Program be liberally construed, so as not to preclude the acquisition of a desired, selected property that may or may not provide future mitigation credits.

K.J. Any lands identified as a priority for purchase can be removed from said listing or acquisition may upon the request of any affected land owner.

L.K. Appraisers used for valuation of lands to be acquired under The Land Program must be State qualified in the property type appraised. The County will select Qualified Appraisers through the formal Procurement process on a **bi**-annual basis.

SECTION FIVE: **APPOINTMENT AND COMPOSITION**

The Board of County Commissioners shall appoint fifteen (15) members to the Land Committee, as herein established. It is the intent to establish an advisory committee with a balance of environmental, business, government and civic interests in Lee County. The membership will be established by the Board upon consensus vote after a review of recommendations of appointees. Each Board member shall nominate three (3) members to the Committee.

SECTION SIX: **TERMS OF MEMBERS**

The members to the Land Committee shall be appointed by the Board for a term up to three (3) years. The membership hereof shall be appointed within thirty (30) days after the favorable adoption of the non-binding Referendum of November 5, 1996 on the land acquisition issue. The Board will make subsequent appointments or

reappointments in the same manner as the original appointments. Members may be replaced subject to confirmation of the Board. Unless otherwise provided by the Board, replacement members will serve the unexpired term.

The Board may remove any member who is absent for four (4) consecutive meetings upon a recommendation from the Land Committee.

SECTION SEVEN: **RULES OF PROCEDURE**

- A. The Land Committee and its members shall comply with all applicable requirements of the Florida Sunshine Law, Public Records Law, Financial Disclosure Requirements (~~Chapter 112, Fla. Stat.~~), if required, and the Lee County Lobbying Ordinance.

- B. The Land Committee may adopt additional procedures of operations provided there is no conflict with State Law, **the Lee County Charter or ordinance.**

- C. Roberts Rules of Order shall dictate parliamentary procedure. The Committee will elect its own officers for a one (1) year term.
- D. All members will serve without compensation.
- E. The Committee shall adopt a meeting schedule consistent with the effective implementation and operation of the Program and the objectives set forth in this Ordinance. Regardless, in no event will the Committee meet less than quarterly unless such revised schedule is first approved by the Board. The Committee adopted meeting schedule or revisions thereto shall be forwarded to the Board of County Commissioners.
- F. **Chapter 112, Part 3 (Code of Ethics) of the Florida Statute, applies to all Committee members. In addition to the prohibitions and limitations provided under Chapter 112, F.S. requirements of Section Seven A. above,** the following **prohibitions limitations** will apply:
 - 1. Committee members and their relatives may not represent a property owner that has submitted his or her property for review and approval by the Committee.
 - 2. Committee members and their relatives may not directly or indirectly sell property owned by the Committee member or his or her relatives (directly or indirectly through a separate legal entity) to the County.
 - 3. Committee members and their relatives (directly or indirectly through a separate legal entity) may not receive compensation resulting from the sale of realty to the County. This includes, without limitation, real estate commissions, listing fees, brokerage fees, or other consideration paid by an individual, real estate firm, company, or agency.
 - 4. Subsection F is not meant to restrict the sale of property by a real estate firm, company, or agency in which the Committee member's relative is only an employee of that firm, company, or agency and the real estate commissions or compensation received from the sale is not shared with, or provided to, the Committee member or his or her relative.
 - 5. For purposes of this subsection, the term "relative" includes, an individual who is related to a Committee member as father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, person

who is engaged to be married to the Committee member or who otherwise holds himself or herself out as or is generally known as the person whom the Committee member intends to marry or with whom the Committee member intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

6. Failure of a Committee member to meet these requirements will result in immediate dismissal from the Committee.
7. The Board of County Commissioners may waive these requirements on a case by case basis in accordance with the provisions of § 112.313(12), F.S., and applicable Lee County Administrative Code provisions after full disclosure of the proposed transaction or relationship.

SECTION EIGHT: ANNUAL REVIEW AND APPROPRIATION

A. Annually, County staff will provide the Board of County Commissioners and the Land Committee with a report regarding the current financial and operational status of the Program. This report will address, at minimum, the following:

1. Acquisition Fund.

- a. An accounting of the revenue received and expenditures made during the preceding year with respect to the acquisition of property under the Program.**
- b. A summary of the properties purchased and the price paid.**
- c. A list of the properties currently under negotiation for acquisition.**
- d. A list of property nominations submitted and pending review along with the asking prices.**

2. Management Fund.

- a. An accounting of the revenue received and the expenditures made during the preceding year with respect to the management of property purchased under the Program.**

b. A five-year projection of the anticipated restoration costs; management costs; and, annual operating expenses.

3. Fund Replenishment.

a. The Acquisition Fund should maintain a fund balance of not more than \$100 million and not less than \$40 million. Once the fund balance drops below this amount, the County will replenish the fund.

b. The Management Fund is budgeted annually in the General Fund as part of the County's Continuation Budget and is based on the five-year projection of anticipated restoration costs, management costs, and annual operating expenses.

B. The Conservation 20/20 Program is an ongoing County activity financed through the Lee County General Fund.

C. Upon appropriation of funds into the Acquisition Fund and/or the Management Fund, it is the Board's intention that these fund balances be used solely to meet the intent of the Program and for no other purpose.

SECTION NINE: AMENDMENT AND REPLACEMENT

Changes to this ordinance require a super-majority vote of the entire Board of County Commissioners.

SECTION TEN: SEVERABILITY

The provisions of this Ordinance are severable and it is the legislative intention to confer upon the whole or any part of the Ordinance the powers herein provided for. If any provision of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any remaining provisions of the Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provision not been included herein.

~~The provisions of this Ordinance are severable and it is the legislative intention to confer upon the whole or any part of the Ordinance the powers herein provided for. If any of the provisions of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any remaining provisions of the Ordinance. It is hereby~~

~~declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provision not been included herein. Any additional, subsequent amendments to this Ordinance shall not in any way affect the validity of the levy of millage and use of tax proceeds for the Land Acquisition Program or the referendum vote of November 5, 1996. The provisions of this Amended and Restated Ordinance, as a procedural implementing document, shall be deemed separate and apart from the ad valorem tax financing and related actions.~~

SECTION ELEVEN: CODIFICATION, INCLUSION IN CODE AND SCRIVENER'S ERRORS

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lee County Code; and that sections of this Ordinance may be renumbered or relettered and that the word "Ordinance" may be changed to "Section", "Article", or such other appropriate word or phrase in order to accomplish such intention; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered and relettered and typographical errors which do not affect the intent may be authorized by the County Manager, or his designee, without need for a public hearing, by filing a corrected or recodified copy of same with the Clerk of the Circuit Court.

SECTION TWELVE: EFFECTIVE DATE

This Ordinance shall become effective upon official filing with the Secretary of the State of Florida.

The foregoing Ordinance was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and, being put to a vote, the vote was as follows:

JOHN MANNING _____
CECIL PENDERGRASS _____
LARRY KIKER _____
BRIAN HAMMAN _____
FRANK MANN _____

DULY PASSED AND ADOPTED this 21st day of April, 2015.

ATTEST:
LINDA DOGGETT
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Brian Hamman, Chairman

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

By: _____
Office of the County Attorney

Blue Sheet No. 20150217	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. Walk-On 1
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TITLE:
Approve and authorize the Southwest Airlines Heart of the Community Grant

ACTION REQUESTED:
Approve and authorize the Southwest Airlines Heart of the Community grant

FUNDING:
\$50,000 to be received after the agreement is executed and under a separate bluesheet

NA

NA

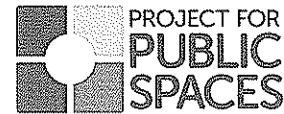
WHAT ACTION ACCOMPLISHES:
This action will allow the Library System to finalize the subgrant with Southwest Airlines. The Southwest Airlines Heart of the Community program was developed to support and activate public spaces in the heart of cities. Launched in April 2014, the program aims to support Placemaking – a movement that reimagines public spaces as the heart of every community. Southwest Airlines is committed to leveraging the power of Placemaking to strengthen connections between people and the places they share and to spark social, economic, and environmental benefits in communities across the country. They have awarded the Lee County Library System a \$50,000 Heart of the Community grant to activate the Cornog Plaza at the Fort Myers Regional Library. The funds will be used for programming and assets

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-3-17 <input type="checkbox"/> Other	Commissioner: All Department: LIBRARY Division: No Divisions By: John Nicholson

Background:

Required Review:					
Sheldon Kaye	Thelma Davis	Mark A. Trank	Peter Winton	Christine Brady	
LIBRARY	Budget Analyst	County Attorney	Budget Services	County Manager	



March 24, 2015

To: Lee County Library System
From: Project for Public Spaces, Inc.
Re: Southwest Airlines Heart of the Community Grant
Date: March 24, 2015

Dear Mr. Kaye,

Project for Public Spaces, Inc. ("PPS"), with funding from Southwest Airlines, is pleased to inform you that we are awarding the Lee County Library System a "Heart of the Community" grant in the amount of \$50,000 (the "Grant") to fund physical improvements, expanded amenities, programming support, and project evaluation at the proposed project site (as set out in Attachment A), contingent on the terms and conditions in this agreement.

This letter and the attached schedules and exhibits contain the entire agreement (the "Agreement") between PPS and Lee County Library System (hereafter called "Sub-Grantee").

Purpose of the Grant. Grants will be made *only* for the purposes stated in the project description, scope of work, budget, and schedule as set out in Attachment A. It is also understood that no substantial variances will be made from the budget or scope without prior approval from PPS in writing.

Credits and Press Releases. Credit for funding of the project should be included on all press releases, reports, and other public documents in the following form: "This Heart of the Community project, in partnership with Project for Public Spaces, is supported by a grant from Southwest Airlines." Southwest Airlines or PPS may include information on this grant in its public reports or on websites and shall have a non-exclusive license to publish and disseminate any product produced by Sub-Grantee under this grant. PPS and Sub-Grantee will coordinate all press releases and media content for this program, in accordance with talking points provided by PPS and Southwest Airlines. After implementation, Sub-Grantee must include credit for funding of the project in perpetuity on all relevant press releases, reports, and other public documents in the following form: "This Heart of the Community project, in partnership with Project for Public Spaces, was supported by a grant from Southwest Airlines."

Sub-Grantee shall have the right to use Southwest Airlines trademarks ("Southwest Airlines Marks") during the term of this agreement **only upon the terms and conditions contained in this paragraph**. Prior to using any of the Southwest Airlines Marks, the

Sub-Grantee must obtain Southwest Airlines' prior written approval, which approval may be withheld at the sole discretion of Southwest Airlines. Sub-Grantee's right to use the Southwest Airlines Marks pursuant to the terms of this Agreement is a non-exclusive, terminable, non-transferable, non-sub-licensable, royalty free, fully paid up right to use the trademarks, service marks or trade names owned by Southwest Airlines subject to the terms and conditions of this agreement. Sub-Grantee understands and agrees that Southwest Airlines retains all ownership rights in the Southwest Airlines Marks (including the right to control the quality of all usage thereof (including Sub-Grantee's usage) and that the benefit of use of the Southwest Airlines Marks hereunder, as well as all trademark and other intellectual property rights stemming therefrom, shall inure and belong solely to Southwest Airlines. Sub-Grantee further recognizes the need for the standards communicated to Sub-Grantee by Southwest Airlines in this Agreement and otherwise. It therefore agrees that it will use its best efforts to maintain those standards for the protection and enhancement of the Southwest Airlines Marks and the goodwill associated therewith in all its activities.

Required Documents. Sub-grantee must sign and return a copy of this agreement to PPS within 30 days of its receipt. If Sub-Grantee informs PPS within those 30 days of issues or questions related to the sub grant which precludes them from signing it, and PPS believes that due diligence to resolve them is being observed, the 30 day period can be extended. If, however, PPS does not receive a signed sub-grant from the Sub-Grantee within 30 days (or the approved extension date), PPS may refuse to disburse the Grant to the Sub-grantee, rescind the award, terminate the process, and remove the Sub-Grantee from the Heart of the Community Program.

In addition to the Sub-grant agreement, Sub-Grantee must provide a completed and signed W-9 "Request for Taxpayer Identification Number and Certification" form to PPS. This should be sent to Eleina Olonetsky, CFO, Project for Public Spaces, Elena@pps.org

Payment Schedule. PPS will pay the full grant amount upon receipt of a project budget developed in collaboration with and agreed upon by PPS and the Sub-Grantee.

Progress Reports. Sub-Grantee must provide one interim progress report and one final grant report during the term hereof. The interim progress report is due six months after the date of the signing of this Agreement, and the final grant report is due twelve months after the date of signing of this Agreement. Written reports must be submitted to PPS. The interim and final reports must include:

- A description of work conducted as a result of the grant; including project promotion and marketing
- The date, amount and purpose of each expenditure
- Explanation of any deviations from project budget allocations
- Explanation of any deviations from project schedule
- Copies of any publications, blogs, social media, video and press resulting from activities performed as a result of the grant
- Copies of all results of survey and evaluation work

- Photographs of the site before, during construction/implementation, at launch and post-launch, including a subset taken from the same camera angle at each project stage listed above (i.e., before/during/after).

The final grant report must include the following subjects:

1. Goals: Summarize the project goals. How closely were the project goals met? If goals were modified describe why.
2. Environment/Challenges/Opportunities: Describe factors or circumstances (positive and/or negative) that affected progress toward achieving project goals.
3. Unanticipated Outcomes: Please describe any unanticipated outcomes both positive and negative and their causes.
4. Collaboration: If your project involved collaborating with other organizations or institutions, describe how these relationships helped achieve project goals and how they could have been strengthened.
5. Lessons Learned: What did you learn during this project that will inform how you approach future projects? If you pursue a similar project in the future, what would you approach differently?
6. Observations: Please share any other observations not noted above.

Designation. In conjunction with the launch event, or the completion of major work on the project whichever is later, Sub-Grantee, PPS, and Southwest will determine, design, and install a distinctive and appropriate “project element” to recognize that the physical improvements and expanded amenities were supported by Southwest Airlines. This “project element” will be paid for out of proceeds from the grant and must be included in the projected budget. The “project element” is subject to all maintenance requirements outlined below.

Maintenance. The Sub-Grantee is responsible for the ongoing maintenance, replacement, and repair of all physical improvements and amenities funded by this grant for a period of 3 years from the date they are put into service. Sub-Grantee must notify PPS in writing of the date that such physical improvements and amenities are put into service. Sub-Grantee is required to report annually to PPS in writing on the anniversary of such notice on the physical condition of such improvements and amenities, including illustrative photographs of their condition.

Any major alteration in the use, location, or ownership of the physical improvements and amenities funded by this grant during such three-year period must be approved in advance in writing by PPS. PPS and Southwest are not responsible for any maintenance, repair, or upkeep expenses associated with the project. The Maintenance provisions of this Agreement survive any termination of this Agreement.

Project Standards. Sub-Grantee will use its best efforts to purchase amenities from vendors and manufacturers who conform to international fair-labor standards. Whenever possible, and consistent with County procurement and other applicable legal requirements, Sub-Grantee must choose sustainably manufactured materials and products for the project. Whenever possible, and consistent with County procurement and other applicable legal requirements, Sub-Grantee must choose materials and products manufactured in the United States for the project.

Insurance. Sub-grantee must maintain at all times during the term of the Agreement for the mutual benefit of PPS, Southwest, and Sub-Grantee:

- A fully-paid Commercial General Liability insurance policy, alone or in combination with umbrella liability insurance, with deductibles reasonably acceptable to PPS, with a combined single limit of at least \$1,000,000 and an annual aggregate limit of at least \$2,000,000 with respect to bodily injury, personal injury, and property damage; and
- Workers' Compensation Insurance with statutory limits in accordance with applicable laws.
- In instances where the sub-grantee is an incorporated municipality or an agency of an incorporated municipality, an equivalent program of self-insurance by said municipality is acceptable proof of insurance.

Design and engineering consultants retained by the Sub-grantee must be approved by PPS in writing before they are contracted. These consultants must maintain—at all times during the term of the Agreement for the mutual benefit of PPS, Southwest, and Sub-Grantee—professional liability or errors and omissions liability insurance in form and amounts reasonably satisfactory to PPS.

Sub-grantee must submit certificates of required insurance to PPS evidencing that the required coverages are in effect prior to the commencement of the work under this Agreement. Each certificate must name PPS and Southwest as additional insured and provide for at least 30 days notice to PPS prior to any cancellation or modification of the coverage.

Reports and Records. Sub-grantee will keep adequate records to substantiate utilization of the expenditure of the Grant. The Sub-grantee will make these books and records available to PPS at reasonable times for review and audit, and will comply with all reasonable requests for information and interviews regarding utilization of the expenditure of the Grant. The Sub-grantee agrees to keep copies of all relevant books and records and all reports to PPS for at least four years after the Termination Date.

Representations and Warranties. The Sub-grantee represents and warrants to PPS as follows:

Exempt Status. The Sub-grantee represents that it is *NOT* a for-profit, business, commercial or corporate entity. If the Sub-grantee is a *not for profit organization*, it represents that it is duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation. For example, the Sub-grantee is an organization that is exempt from federal income tax under section 501(a) of the Internal Revenue Code of 1986, as amended (the “Code”) by virtue of being an organization described in section 501(c)(3) of the Code, and is a publicly supported organization within the meaning of section 509(a)(1) or (2) of the Code or a Type I or II supporting organization under section 509(a)(3) of the Code (“Exempt Status”). On or before the date of this Agreement, the Sub-grantee must provide PPS with a copy of its Internal Revenue Service determination letter confirming its Exempt Status. This Agreement shall not adversely affect the Sub-grantee’s Exempt Status.

Authority. The Sub-grantee has all requisite corporate power and authority to enter into this Agreement and to perform its obligations under this Agreement. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of the Sub-grantee, and no consent of any other party, governmental agency, or court is necessary. The individual executing this Agreement on behalf of the Sub-grantee has the requisite authority to execute this Agreement and to bind the Sub-grantee.

Notification. During the Term, the Sub-grantee shall promptly provide Southwest and PPS with written notice concerning (i) any proposed change in the Sub-grantee’s Exempt Status that would adversely affect the federal income tax treatment of the Grant, (ii) any proposed change in the use Grant, (iii) any proposed change in the Budget Allocations or expenditure of the Grant, (iv) any change in key personnel performing activities with respect to the Grant, (v) any proposed change in the Exempt Purpose of the Sub-grantee, (vi) any proposed dissolution or liquidation of the Sub-grantee, (vii) any change in address or phone number of the Sub-grantee, and (viii) any change in the name of the Sub-grantee. All proposed changes are subject to Southwest and PPS’s approval before Sub-grantee may implement them.

Termination by PPS. PPS may terminate this Agreement at any time by giving written notice to the Sub-grantee 30 days prior to the termination date. PPS may immediately terminate this Agreement by giving written notice to the Sub-grantee upon (i) the Sub-grantee’s breach of this Agreement, including, without limitation, the failure to the Sub-grantee to comply with the conditions to the Grant, or the inaccuracy or untruthfulness of any of the Sub-grantee’s representations or warranties, (ii) the Sub-grantee’s failure to comply with applicable state and federal laws and regulations, (iii) the termination of the Program by Southwest, or (iv) the Sub-Grantee’s failure to remit to PPS a signed sub-grant agreement within 30 days of receipt or failure during those 30 days to notify PPS of any concerns or issues it has with the sub-grant agreement which preclude signing of the sub-grant agreement until which time as they are resolved to the satisfaction of both PPS and the Sub-Grantee.

Effect of Termination. If this Agreement terminates for any reason (including termination on the Termination Date), the Sub-grantee must return to PPS any unexpended Grant moneys (as of the termination date) within 30 days of the termination date and neither PPS nor Southwest shall have any further liability for any unfunded portion of the Grant. The Indemnity, Remedies and Limitation on Liability provisions of this Agreement will survive any termination of this Agreement.

Indemnity. To the extent permitted by law, the Sub-grantee must indemnify and hold harmless Southwest, PPS, and each of their affiliates and their respective directors, employees, agents, attorneys, successors and assigns, and defend any action brought against the same with respect to any Damages to the extent based upon (a) a claim arising out of or related to the Grant, including, without limitation, the Sub-grantee's administration of the Grant, (b) the Sub-grantee's breach of this Agreement or the inaccuracy or untruthfulness of any of the Sub-grantee's representations or warranties, or (c) the Sub-grantee's failure to comply with applicable state and federal laws and regulations. "Damages" means all claims, proceedings, demands, causes of action, debts and liabilities, losses and expenses (including attorneys' fees).

Remedies. If PPS determines, in its sole discretion, that the Sub-grantee has substantially violated or failed to carry out any provision of this Agreement, PPS will provide written notice of its concerns to the Sub-grantee. The Sub-grantee shall have a reasonable period of time, not to exceed thirty (30) days, to address these concerns. If the parties are unable to resolve their differences, PPS may demand the return of the Grant (or any unexpended portion thereof).

Limitation on Liability. Neither Southwest nor PPS is liable to the Sub-grantee or any of its affiliates or their respective directors, employees, agents, attorneys, successors or assigns for any Damages arising out of or in connection with this Agreement, the Grant or the Sub-grantee's administration of the Grant, including, without limitation, any punitive, exemplary or special Damages, even if Southwest or PPS has been advised of the possibility of such Damages.

Intellectual Property. Except as otherwise provided pursuant to the Credit and Press Releases provisions of this Agreement, neither Party shall use the other Party's name, logo, trademarks or other identities, without the consent of the other Party, and Sub-Grantee shall not use Southwest's name, logo, trademarks or other identities, in any press release, advertisement or other marketing material without the prior written consent of PPS.

No Agency, Partnership, Trust or Business. Nothing in this Agreement shall be deemed or construed by either Party to this Agreement, nor by any third party, as creating or authorizing the creation of (a) the relationship of principal and agent or of a partnership or joint venture between the parties, (b) a trust or business with respect to Southwest, the Sub-grantee or the relationship between the Parties, or (c) any fiduciary duties or fiduciary relationship between the Parties.

Amendments. Amendments to this agreement may be authorized only in writing and only by the following individuals:

For PPS: Steve Davies, Senior Vice President, Project for Public Spaces
For Sub-Grantee: Sheldon Kaye, Lee County Library System

Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida without regard to conflicts of law principles that would require the application of the laws of any other state.

Non-Assignability. This Agreement shall not be assignable by Sub-Grantee.

Effective Dates of Grants. The grant effective date is 04/15/2015. Any project costs incurred prior to this date are only eligible for reimbursement under the terms of this Agreement by the special written approval of PPS. All grant activities shall be completed by 04/15/2016, which is the “term” of this Agreement. If the grant activities extend beyond this date—with the mutual consent of the parties to the Agreement, including Southwest—then the term of this Agreement, together with all of the obligations under it, will extend through that mutually agreed on date.

Approval by Board. This Agreement is subject to the approval of the Lee County Board of County Commissioners at a duly convened meeting.

Please indicate your agreement to the terms described herein by countersigning two copies of this letter. Return one with your W-9 form and IRS certification letter (as applicable) to Eleina Olonetsky, CFO, Project for Public Spaces, Elena@pps.org

We look forward to working with you on this exciting project!

Sincerely,



Steve Davies
Senior Vice President
Project for Public Spaces

Accepted and Agreed:



Steve Davies
Senior Vice President

Sheldon Kaye, Director

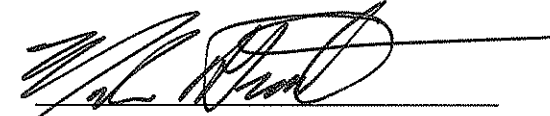
Project for Public Spaces

Lee County Library System

Date: 03/24/15

Date: _____

Approved as to form only
as to Lee County:

A handwritten signature in black ink, appearing to be 'M. L. ...', is written over a horizontal line. The signature is stylized and cursive.

Lee County Attorney's Office

ATTACHMENT A. PROJECT DESCRIPTION, SCOPE OF WORK, BUDGET, AND SCHEDULE

Project Description

The Southwest Airlines Heart of the Community Team will work with the Lee County Library System build upon Project for Public Spaces' previous work with them to continue to transform Cornog Plaza, located on the campus of the Ft. Myers Regional Library's downtown branch, into an interactive space through a combination of expanded amenities, family-oriented programming, and project impact evaluation.

Goal of the Project

The Southwest Airlines Heart of the Community Project (hereafter called "the Project") seeks to establish Cornog Plaza as a vibrant public space and anchor for downtown Ft. Myers that will attract and serve the community through regular interactive and educational programming, and that will highlight the city's arts and cultural assets and resources.

Overview of Technical Assistance Provided by PPS

PPS staff will work with the Sub-Grantee to develop the scope of the project, define key assets and opportunities, assess the feasibility of potential programming options and amenities, and create an updated schematic programming and amenities plan for the site. On-site stakeholder meetings and workshops will be conducted to inform the project vision.

The pre-launch technical assistance PPS will provide includes sourcing amenities, designing a final site plan of amenities and programs, helping local coordinators with implementation planning and launch event planning, and developing programming and activity plans. PPS staff will conduct regular calls with the local coordination team throughout this period of the project.

After the launch of the Project PPS will help the local coordinator develop a detailed Post Launch plan including: a post launch punch list, a communications plan, a maintenance plan, and recommendations for programming development (including identifying partners), fundraising strategies, next phase initiatives, and exploring opportunities for obtaining sustained funding and support.

PPS staff will also train the local coordinating team to undertake ongoing user evaluation of the project site and will further customize the evaluation process both before and after the project launch event.

Scope of Work

1. **Project Administration, Workshops, and Planning.** The Sub-Grantee will work with PPS in the following aspects of project administration, workshops, and planning:
 - a. Regularly scheduled phone calls and correspondence to evaluate needs and review design concepts as they evolve
 - b. Public workshops and/or on site surveying to refine the original project vision with the local community
 - c. Local stakeholder meetings to develop partnerships and assess feasibility of project elements
 - d. Site analysis and planning
 - e. Amenities analysis and planning
 - f. Programming analysis and planning
 - g. Coordination of a project schedule and budget for physical improvements, expanded amenities, programming support, and project evaluation
 - h. Regular updates to Southwest Airlines on project progress

2. **Implementation.** The Sub-Grantee will work with PPS in the following aspects of implementation:
 - a. Coordinating planned site improvements
 - b. Sourcing and approving planned expanded amenities
 - c. Ordering of amenities and payment to amenities vendors
 - d. Scheduling additional programming
 - e. Payment for programming support

3. **Project Evaluation.** Sub-Grantee will work with PPS in the following aspects of Project Evaluation:
 - a. Collaborate with PPS to develop and agree to an appropriate scope and schedule for project evaluation, and assemble an evaluation team.

 - b. Host visit with PPS to kick off evaluation process and capture baseline data
 - i. PPS to train local evaluation team, provide evaluation tools, and help set up evaluation project management
 - ii. PPS and Sub-Grantee will perform 2 days of baseline data capture

 - c. Sub-Grantee to perform evaluations as agreed upon in evaluation project scope and schedule.

- d. Host mid-season visit with PPS
 - i. To conduct in-depth interviews supporting Placemaking process analysis, and ensure evaluation method is consistent and adequate
 - e. PPS will develop evaluation analysis and reporting in collaboration with Sub-Grantee.
4. **Launch Event.** Sub-Grantee will work with PPS and Southwest Airlines in the following aspects of the a Launch/Groundbreaking/Grand opening Event:
- a. Selection of strategically timed date for the event
 - b. Coordination of programming for the event including press conferences, coordination with media, etc.
 - c. Promotion of the event based on approved Southwest Airlines Heart of the Community program talking points
 - d. Staffing and production of the event

Budget

Grant funds (\$50,000) will be used exclusively for expenses associated with physical improvements, expanded amenities, programming support, and project evaluation as described in the scope of work above. This grant *will not* fund general administrative staff time and organizational overhead associated with the grant. Specific labor expenses associated with the four categories above can be funded as approved in advance in writing by PPS.

Schedule

Grantee will work with PPS and Southwest Airlines to complete all physical improvements, expanded amenities purchasing and implementation, and related expanded programming planning and prior to the Event date. Sub-Grantee will work with PPS to complete all other project tasks in a timely manner.

Blue Sheet No. 20150055	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/21/2015	Item No. Carry-Over 1
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TITLE:

Award a service agreement for Solid Waste and Recycling Collection Services for Franchise Area 4

ACTION REQUESTED:

Approve a franchise service agreement, and authorize the Chair to sign the agreement, for RFP 150033 to Progressive Waste Solutions for Solid Waste and Recycling Collection Services for the Lehigh Acres, East Ft. Myers, and Alva areas. Services to be provided include using contractor-provided 95-gallon wheeled garbage carts with automated type collection vehicles and same-day-service for residential garbage service. Agreement award will be to the lowest responsive/responsible proposer in the estimated annual amount of \$9,335,425 for a 7-year period, with two one-year extensions. The proposed residential curbside initial collection cost will be \$143.00 per unit per year (excluding disposal cost), i.e., Proposal Alternate 3 of the RFP.

FUNDING:

No funds required at this time; Enterprise fund; Cost for residential collection is budgeted annually in the Solid Waste Department budget and collected through solid waste assessments; BoCC Strategic Priority

B) This contract begins October 1, 2015 (FY15-16 operating budget).

C) Solid Waste Enterprise Fund; Operations; Account String OB5340440100.503490

WHAT ACTION ACCOMPLISHES:

Provides approval of a service agreement with a qualified company for solid waste and recycling collections for seven years for Franchise Area No. Four (Lehigh Acres, East Ft. Myers, Alva areas). Collection services include garbage, recycling, yard waste, e-waste, and bulky items for a 7-year term, with options for two one-year extensions. The contractor will provide and utilize 95-gallon wheeled garbage carts and an automated collection system for such carts and same-day-service for residential curbside service under the "recommended" Proposal Alternate 3.

MANAGEMENT RECOMMENDATION:

Approve service agreement with Progressive Waste Solutions for automated residential solid waste pick up using 95 gal containers and same-day service for a 7-year term (RFP Alternate 3).

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input checked="" type="checkbox"/> Ordinance 11-27 <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: All Department: SOLID WASTE Division: No Divisions By: Lindsey Sampson

Background:

The Solid Waste Division submitted a request to Procurement to obtain proposals for RFP 150033, Solid Waste and Recycling Collection Services for Franchise Area Four. The expected cost for the services required the use of the formal advertised sealed proposal process.

The Request for Proposals included three alternative level of services, including: Alternate 1) continue

Required Review:					
Lindsey Sampson	Andrea Fraser	Thelma Davis	Robert Franceschini	Peter Winton	Doug Meurer
SOLID WASTE	County Attorney	Budget Analyst	Purchasing	Budget Services	Public Works Director

existing level of service, Alternate 2) implement same-day services for waste and recycle, Alternate 3) implement same-day services for waste and recycle pickup with 95 gallon containers with automated collection. The Request also asked for pricing for 5-year and 7-year contract terms.

On the proposal deadline of December 23, 2014, Procurement received five proposals. All proposals were considered at the Evaluation Committee meeting on January 7, 2015 and all proposers were determined to be qualified to provide the required services. The Evaluation Committee consisted of Pam Keyes (non-voting chair), Lindsey Sampson, Keith Howard, and Brigitte Kantor. Immediately following the determination of qualified proposers, the Price Proposals were opened by Procurement. The Price Proposals included proposers' quotations for collection services for solid waste and recycling for residential, multifamily, and business properties. Alternate pricing was requested and provided for five and seven year contract terms, 'residential same-day-service', and 'residential automated' service (see attached Detailed Pricing and Bid Tabulation Sheets).

Lowest Proposed Pricing for Automated Residential Collection Service Proposal Alternate 3

Category	Current Pricing (FY15)*	Proposed Pricing (FY16) 7 – Year Term *
Residential Collection \$/Unit/Yr	\$140.16	\$143.00
Commercial Collection \$/Yr	\$2,595,469	\$2,649,915 (+\$5/Mo./Customer avg)
Estimated Total Collection Cost \$/Yr	\$9,140,939	\$9,335,425

*Excluding disposal and administrative costs.

B) Analysis:

The Solid Waste Division believes that there is significant additional value in selecting the automated collection and same-day-service for a term of 7 years. This system is used in Cape Coral, Ft. Myers and for 12,000 homes in Franchise Area 2. The following are the anticipated benefits of this system;

- Provides a cleaner and easier method of moving garbage to the curbside.
- Approximately 47,000 95-gallon wheeled carts for this service area will be provided by the contractor and are valued at approximately \$3,100,000.
- Smaller, wheeled carts will be provided for physically impaired customers.
- The 7-year contract term provides an additional savings of \$6.24 per residential unit per year compared to the 5-year contract.
- Progressive Waste Solutions is the current solid waste collection contractor and there will be no contractor transition issues with this option.

C) BoCC Goals, Policy Issues, History:

Contracting for solid waste and recycling collection services using the franchise contract system is part of the County's ordinances and comprehensive plan and has been utilized since 1987.

Summary Bid Tabulation Sheet.

Priced proposals from Advanced Disposal, Progressive Waste Solutions, Waste Management, Inc., Waste Pro Services, and Waste Corporation of America.

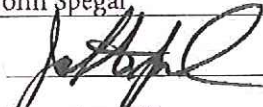
Draft Franchise Collection Service Agreement

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO A PROPOSAL WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE).

FIRM NAME Advanced Disposal Services Solid Waste Southeast, Inc.

BY (Printed): John Spegal

BY (Signature): 

TITLE: Chief Operating Officer

FEDERAL ID # OR S.S.# 65-0858287

ADDRESS: 17101 Pine Ridge Road * Fort Myers Beach, FL 33931

PHONE NO.: 239-985-2681

FAX NO.: 239-433-2550

CELLULAR PHONE/PAGER NO.: 239-707-1907

DUNS#: 083657366

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: 0101533

E-MAIL ADDRESS: james.suter@advanceddisposal.com

DISADVANTAGED BUSINESS ENTERPRISE (DBE): Yes No

Proposer's Name: Advanced Disposal Services
Solid Waste Southeast, Inc.

A. Residential Dwellings Curbside Services *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection	Number of Collections Per Year	Total
A.1. Garbage Waste	<u>46,700</u>	\$ <u>1.74</u>	X <u>52</u> =	\$ <u>4,225,416.00</u>
A.2. Recyclables	<u>46,700</u>	\$ <u>.74</u>	X <u>52</u> =	\$ <u>1,797,016.00</u>
A.3. Vegetative Waste	<u>46,700</u>	\$ <u>.51</u>	X <u>52</u> =	\$ <u>1,238,484.00</u>
	Subtotal \$	<u>2.99</u>		
Total Annual Residential Dwelling Curbside Collection Rate				\$ <u>7,260,916.00</u>

B. Commercial Multifamily Dwelling Curbside Can Service *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection ***	Number of Collections Per Year	Total
Garbage and Recyclables (Services same as A.1 and A.2)	<u>100</u>	\$ <u>1.80</u>	X <u>52</u> =	\$ <u>9,360.00</u>

* Includes All Collection and Related Services Required in Accordance with the Agreement.
** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
*** Shall not exceed 75% of cost of (A.1 + A.2)

Proposer's Name: Advanced Disposal Services
Solid Waste Southeast, Inc.

Alternate Price No. 1
Seven Year Term

C. Commercial Properties Container Collection Including Multifamily Dwellings, Businesses and Institutions *

Garbage and/or Vegetative Materials Collection	Number of Commercial Containers **	Annual Container Rental Price ***	Collection Price Per Pull ****	Estimated Average Number of Collections Per Year **	Total
Commercial Can	387	X (\$ 0.00	+ (\$ 1.48	= 60))	\$ 34,365.60
2 CY Dumpster	256	X (\$ 0.00	+ (\$ 24.88	= 60))	\$ 382,156.80
4 CY Dumpster	199	X (\$ 0.00	+ (\$ 24.88	= 65))	\$ 321,822.80
6 CY Dumpster	101	X (\$ 0.00	+ (\$ 24.88	= 52))	\$ 130,669.76
8 CY Dumpster	178	X (\$ 0.00	+ (\$ 24.88	= 216))	\$ 956,586.24
***** 4 CY Vertical Compactor	2	X (\$ 1425	+ (\$ 69.00	= 208))	\$ 31,554.00
***** 6 CY Vertical Compactor	1	X (\$ 1425	+ (\$ 69.00	= 156))	\$ 12,189.00
***** 20 CY Compactor	0	X (\$ 2510	+ (\$ 175.00	= 0))	\$ -
***** 30 CY Compactor	6	X (\$ 2625	+ (\$ 175.00	= 40))	\$ 57,750.00
***** 40 CY Compactor	4	X (\$ 2660	+ (\$ 175.00	= 52))	\$ 47,040.00
10 CY Roll Off Container	0	X (\$ 410	+ (\$ 160.00	= 0))	\$ -
20 CY Roll Off Container	0	X (\$ 525	+ (\$ 160.00	= 0))	\$ -
30 CY Roll Off Container	3	X (\$ 565	+ (\$ 160.00	= 35))	\$ 18,495.00
40 CY Roll Off Container	0	X (\$ 660	+ (\$ 160.00	= 0))	\$ -
Total Annual Commercial Collection Rates					\$ 1,992,629.20
Grand Total Price for Basic Service (A+B+C)					\$ 9,262,905.20

Multifamily Recycling Collection. Additional Containers, If Required, at No Extra Charge. Estimated Number of Multi Dwelling Units ** 3,177
RV 664

* Includes All Collection and Related Services Required in Accordance with the Agreement.
** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
*** Container Rental Price Shown is for One Year. Contractor Shall Charge Customers Pro Rated on a Weekly Basis.
**** All Prices Indicated are "Not-To-Exceed" Prices
***** 25 to 30 Percent of all Compactors are Customer Owned

Alternate Price No. 2
Same-Day Curbside Residential Svc.

PRICED PROPOSAL FORM
Rate Schedule for Franchise Service Area Four (4)
FY 2015 - 16

Lee County RFP No. 150033

Proposer's Name: Advanced Disposal Services
Solid Waste Southeast, Inc.

A. Residential Dwellings Curbside Services *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection	Number of Collections Per Year	Total Five (5) Year Term	Total Seven (7) Year Term
A.1. Garbage Waste	46,700	\$ 1.76	52	\$ 4,273,984.00	\$ 4,225,416.00
A.2. Recyclables	46,700	\$ 0.75	52	\$ 1,821,300.00	\$ 1,797,016.00
A.3. Vegetative Waste	46,700	\$ 0.52	52	\$ 1,262,768.00	\$ 1,238,484.00
	Subtotal	\$ 3.03			
Total Annual Residential Dwelling Curbside Collection Rate				\$ 7,358,052.00	\$ 7,260,916.00

B. Commercial Multifamily Dwelling Curbside Can Service *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection ***	Number of Collections Per Year	Total Five (5) Year Term
Garbage and Recyclables (Services same as A.1 and A.2)	100	\$ 1.88	52	\$ 9,776.00
				\$ 9,360.00

C. Commercial Properties Container Collection Including Multifamily Dwellings, Businesses and Institutions*

Totals - Annual Commercial Collection Rates From Base Pricing Proposal and Alternate 1 Price Proposal	\$ 2,043,691.05	\$ 1,992,629.20
Alternate Price No. 2 Grand Total Price for Basic Service (A+B+C) For Both Five (5) and Seven (7) Year Terms	\$ 9,411,519.05	\$ 9,262,905.00

* Includes All Collection and Related Services Required in Accordance with the Agreement.
** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
*** Shall not exceed 75% of cost of (A.1 + A.2)

Alternate Price No. 3
Automated Curbside Residential Garbagee Svc.

PRICED PROPOSAL FORM
Rate Schedule for Franchise Service Area Four (4)
FY 2015 - 16

Lee County RFP No. 150033

Proposer's Name: Advanced Disposal Services
Solid Waste Southeast, Inc.

A. Residential Dwellings Curbside Services *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection	Number of Collections Per Year	Total Five (5) Year Term	Total Seven (7) Year Term
A.1. Garbage Waste	<u>46,700</u>	\$ <u>1.89</u>	: <u>52</u>	\$ <u>4,589,676.00</u>	\$ <u>4,520,830.86</u>
A.2. Recyclables	<u>46,700</u>	Totals - From Base Price Proposal		\$ <u>1,821,300.00</u>	\$ <u>1,797,016.00</u>
A.3. Vegetative Waste	<u>46,700</u>	and Alternate 1 Price Proposal		\$ <u>1,262,768.00</u>	\$ <u>1,238,484.00</u>
****Subtotal A.1+A.2+A.3 \$ <u>3.16</u>					
Total Annual Residential Dwelling Curbside Collection Rate				\$ <u>7673,744.00</u>	\$ <u>7,556,330.86</u>

B. Commercial Multifamily Dwelling Curbside Can Service *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection ***	Number of Collections Per Year	Total Five (5) Year Term
Garbage and Recyclables (Services same as A.1 and A.2)	<u>100</u>	\$ <u>2.01</u>	: <u>52</u>	\$ <u>10,452.00</u>

C. Commercial Properties Container Collection Including Multifamily Dwellings, Businesses and Institutions*

Totals - Annual Commercial Collection Rates From Base Pricing Proposal and Alternate 1 Price Proposal	\$ <u>2,043,691.05</u>
Alternate Price No. 3 Grand Total Price for Basic Service (A+B+C) For Both Five (5) and Seven (7) Year Terms	\$ <u>9,727,887.05</u>

* Includes All Collection and Related Services Required in Accordance with the Agreement.
 ** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
 *** Shall not exceed 75% of cost of (A.1 + A.2)
 **** Unit Prices for A.2 and A.3 Shall Be The Same As Base Case Pricing

A. Residential Dwellings Curbside Services *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection	Number of Collections Per Year	Total
A.1. Garbage Waste	46.700	\$ 1.76	: 52	= \$ 4,273,984.00
A.2. Recyclables	46.700	\$ 0.75	: 52	= \$ 1,821,300.00
A.3. Vegetative Waste	46.700	\$ 0.52	: 52	= \$ 1,262,768.00
	Subtotal \$	3.03		
Total Annual Residential Dwelling Curbside Collection Rate				\$ 7,358,052.00

B. Commercial Multifamily Dwelling Curbside Can Service *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection ***	Number of Collections Per Year	Total
Garbage and Recyclables (Services same as A.1 and A.2)	100	\$ 1.88	: 52	= \$ 9,776.00

* Includes All Collection and Related Services Required in Accordance with the Agreement.

** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.

*** Shall not exceed 75% of cost of (A.1 + A.2)

C. Commercial Properties Container Collection Including Multifamily Dwellings, Businesses and Institutions *

Garbage and/or Vegetative Materials Collection	Number of Commercial Containers **	Annual Container Rental Price ***	Collection Price Per Pull ****	Estimated Average Number of Collections Per Year **	Total
Commercial Can	387	X (\$ 0.00)	+\$ 1.59	60)) =	\$ 36,919.80
2 CY Dumpster	256	X (\$ 0.00)	+\$ 25.35	60)) =	\$ 389,376.00
4 CY Dumpster	199	X (\$ 0.00)	+\$ 25.35	65)) =	\$ 327,902.25
6 CY Dumpster	101	X (\$ 0.00)	+\$ 25.35	52)) =	\$ 133,138.20
8 CY Dumpster	178	X (\$ 0.00)	+\$ 25.35	216)) =	\$ 974,656.80
***** 4 CY Vertical Compactor	2	X (\$ 1600)	+\$ 79.00	208)) =	\$ 36,064.00
***** 6 CY Vertical Compactor	1	X (\$ 1600)	+\$ 79.00	156)) =	\$ 13,924.00
***** 20 CY Compactor	0	X (\$ 2800)	+\$ 185.00	0)) =	\$ -
***** 30 CY Compactor	6	X (\$ 2950)	+\$ 185.00	40)) =	\$ 62,100.00
***** 40 CY Compactor	4	X (\$ 2975)	+\$ 185.00	52)) =	\$ 50,380.00
10 CY Roll Off Container	0	X (\$ 450)	+\$ 165.00	0)) =	\$ -
20 CY Roll Off Container	0	X (\$ 590)	+\$ 165.00	0)) =	\$ -
30 CY Roll Off Container	3	X (\$ 635)	+\$ 165.00	35)) =	\$ 19,230.00
40 CY Roll Off Container	0	X (\$ 740)	+\$ 165.00	0)) =	\$ -
Total Annual Commercial Collection Rates					\$ 2,043,691.05
Grand Total Price for Basic Service (A+B+C)					\$ 9,411,519.05

Multifamily Recycling Collection. Additional Containers, if Required, At No Extra Charge. Estimated Number of Multi Dwelling Units ** 3,177
RV 664

* Includes All Collection and Related Services Required in Accordance with the Agreement.
** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
*** Container Rental Price Shown is for One Year. Contractor Shall Charge Customers Pro Rated on a Weekly Basis.
**** All Prices Indicated are "Not-To-Exceed" Prices
***** 25 to 30 Percent of all Compactors are Customer Owned

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO A PROPOSAL WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE).

FIRM NAME Progressive Waste Solutions of FL, Inc

BY (Printed): Kurt Salac

BY (Signature): [Signature]

TITLE: Area Manager

FEDERAL ID # OR S.S.# 20-0435940

ADDRESS: 5594 6th St W.

Lehigh Acres, FL 33972

PHONE NO.: (239) 368-2300

FAX NO.: (239) 368-2300

CELLULAR PHONE/PAGER NO.: (239) 784-2061 - Jim Wheatley

DUNS#: 07-917-0281

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: 1100173 & 507

E-MAIL ADDRESS: jim.wheatley@progressivewaste.com

DISADVANTAGED BUSINESS ENTERPRISE (DBE): Yes No

Proposers should carefully read all the terms and conditions of the specifications and proposed franchise agreement. Any representation of deviation or modification to the proposal may be grounds to reject the proposal.

Are there any modifications to the proposal or specifications?

Yes _____ No _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the proposer being declared nonresponsive or to have the award of the proposal rescinded by the County.

MODIFICATIONS:

Proposer shall submit his/her proposal on the County's Proposal Price Forms', including the firm name and authorized signature. Any blank spaces on the Proposal Price Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on Lee County's Form may result in the Proposer/Proposal being declared non-responsive by the County.

Alternate Price No. 1
Seven Year Term

PRICED PROPOSAL FORM
Rate Schedule for Franchise Service Area Four (4)
FY 2015 - 16

Lee County RFP No. 150033
PROGRESSIVE WASTE SOLUTIONS
Proposer's Name: ORF, INC

A. Residential Dwellings Curbside Services *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection	Number of Collections Per Year	Total
A.1. Garbage Waste	<u>46,700</u>	<u>\$ 1.34</u>	<u>52</u>	<u>\$ 3,254,056</u>
A.2. Recyclables	<u>46,700</u>	<u>\$ 0.85</u>	<u>52</u>	<u>\$ 2,064,140</u>
A.3. Vegetative Waste	<u>46,700</u>	<u>\$ 0.85</u>	<u>52</u>	<u>\$ 2,064,140</u>
	Subtotal	<u>\$ 3.04</u>		
Total Annual Residential Dwelling Curbside Collection Rate				<u>\$ 7,382,336</u>

B. Commercial Multifamily Dwelling Curbside Can Service *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection ***	Number of Collections Per Year	Total
Garbage and Recyclables (Services same as A.1 and A.2)	<u>100</u>	<u>\$ 1.64</u>	<u>52</u>	<u>\$ 8,541</u>

* Includes All Collection and Related Services Required in Accordance with the Agreement.

** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.

*** Shall not exceed 75% of cost of (A.1 + A.2)

Alternate Price No. 1
Seven Year Term

PRICED PROPOSAL FORM
Rate Schedule for Franchise Service Area Four (4)
FY 2015 - 16

Lee County RFP No. 150033
Rec 6255 VC Waste Solutions
Proposer's Name: W F E Inc

C. Commercial Properties Container Collection Including Multifamily Dwellings, Businesses and Institutions *

Garbage and/or Vegetative Materials Collection	Number of Commercial Containers **	Annual Container Rental Price ***	Collection Price Per Pull ****	Estimated Average Number of Collections Per Year **	Total
Commercial Can	387	X (\$ 0.00	+\$ 12.01	60)) =	\$ 278,872.20
2 CY Dumpster	256	X (\$ 0.00	+\$ 29.92	60)) =	\$ 459,571.20
4 CY Dumpster	199	X (\$ 0.00	+\$ 29.92	65)) =	\$ 387,015.20
6 CY Dumpster	101	X (\$ 0.00	+\$ 29.92	52)) =	\$ 157,139.84
8 CY Dumpster	178	X (\$ 0.00	+\$ 29.92	216)) =	\$ 1,150,364.16
**** 4 CY Vertical Compactor	2	X (\$ 1425	+\$ 29.92	208)) =	\$ 15,296.72
**** 6 CY Vertical Compactor	1	X (\$ 1425	+\$ 29.92	156)) =	\$ 6,092.52
***** 20 CY Compactor	0	X (\$ 2510	+\$ 313.83	0)) =	\$ -
***** 30 CY Compactor	6	X (\$ 2625	+\$ 313.83	40)) =	\$ 91,069.20
***** 40 CY Compactor	4	X (\$ 2660	+\$ 313.83	52)) =	\$ 75,916.64
10 CY Roll Off Container	0	X (\$ 410	+\$ 256.02	0)) =	\$ -
20 CY Roll Off Container	0	X (\$ 525	+\$ 256.02	0)) =	\$ -
30 CY Roll Off Container	3	X (\$ 565	+\$ 256.02	35)) =	\$ 28,577.10
40 CY Roll Off Container	0	X (\$ 660	+\$ 256.02	0)) =	\$ -
Multifamily Recycling Collection. Additional Containers, If Required, at No Extra Charge. Estimated Number of Multi Dwelling Units **					Total Annual Commercial Collection Rates
RV					3,177
Grand Total Price for Basic Service (A+B+C)					\$ 2,649,914.78

* Includes All Collection and Related Services Required in Accordance with the Agreement.
 ** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
 *** Container Rental Price Shown is for One Year. Contractor Shall Charge Customers Pro Rated on a Weekly Basis.
 **** All Prices Indicated are "Not-To-Exceed" Prices
 ***** 25 to 30 Percent of all Compactors are Customer Owned

Alternate Price No. 2
Same-Day Curbside Residential Svc.

PRICED PROPOSAL FORM
Rate Schedule for Franchise Service Area Four (4)
FY 2015 - 16

Lee County RFP No. 150033
Progressive Waste Solutions
Proposer's Name: DFE INC

A. Residential Dwellings Curbside Services *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection	Number of Collections Per Year	Total Five (5) Year Term	Total Seven (7) Year Term
A.1. Garbage Waste	<u>46,700</u>	\$ 1.37	<u>52</u>	\$ 16,634,540	\$ 22,778,392
A.2. Recyclables	<u>46,700</u>	\$ 0.87	<u>52</u>	\$ 10,563,540	\$ 14,448,980
A.3. Vegetative Waste	<u>46,700</u>	\$ 0.87	<u>52</u>	\$ 10,563,540	\$ 14,448,980
Subtotal \$3.11					
Total Annual Residential Dwelling Curbside Collection Rate				\$ 7,552,324	\$ 7,382,336

B. Commercial Multifamily Dwelling Curbside Can Service *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection ***	Number of Collections Per Year	Total Five (5) Year Term
Garbage and Recyclables (Services same as A.1 and A.2)	<u>100</u>	\$ 1.68	<u>52</u>	\$ 43,680
				\$ 61,152

C. Commercial Properties Container Collection Including Multifamily Dwellings, Businesses and Institutions*

Totals - Annual Commercial Collection Rates	From Base Pricing Proposal and Alternate 1 Price Proposal	Alternate Price No. 2 Grand Total Price for Basic Service (A+B+C) For Both Five (5) and Seven (7) Year Terms
	\$ 2,653,860	\$ 10,214,920
	\$ 2,649,915	\$ 10,040,987

* Includes All Collection and Related Services Required in Accordance with the Agreement.
** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
*** Shall not exceed 75% of cost of (A.1 + A.2)

A. Residential Dwellings Curbside Services *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection	Number of Collections Per Year	Total Five (5) Year Term	Total Seven (7) Year Term
A.1. Garbage Waste	<u>46,700</u>	\$ 1.13	<u>52</u>	\$ 13,760,567	\$ 17,848,740
A.2. Recyclables	<u>46,700</u>	Totals - From Base Price Proposal		\$ 10,563,540	\$ 14,448,980
A.3. Vegetative Waste	<u>46,700</u>	and Alternate 1 Price Proposal		\$ 10,563,540	\$ 14,448,980
****Subtotal A.1+A.2+A.3 \$ 2.87					
Total Annual Residential Dwelling Curbside Collection Rate				\$ 6,977,529	\$ 6,678,100

B. Commercial Multifamily Dwelling Curbside Can Service *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection ***	Number of Collections Per Year	Total Five (5) Year Term
Garbage and Recyclables (Services same as A.1 and A.2)	<u>100</u>	1.50	<u>52</u>	\$ 39,000
Total Annual Commercial Collection Rate				
From Base Pricing Proposal and Alternate 1 Price Proposal				\$ 2,653,860

C. Commercial Properties Contaner Collection Including Multifamily Dwellings, Businesses and Institutions*

	Total Five (5) Year Term	Total Seven (7) Year Term
Alternate Price No. 3 Grand Total Price for Basic Service (A+B+C) For Both Five (5) and Seven (7) Year Terms	\$ 9,639,189	\$ 9,335,815

* Includes All Collection and Related Services Required in Accordance with the Agreement.
 ** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
 *** Shall not exceed 75% of cost of (A.1 + A.2)
 **** Unit Prices for A.2 and A.3 Shall Be The Same As Base Case Pricing

A. Residential Dwellings Curbside Services *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection	Number of Collections Per Year	Total
A.1. Garbage Waste	<u>46,700</u>	\$ 1.37	<u>52</u>	= \$ 3,326,908
A.2. Recyclables	<u>46,700</u>	\$ 0.87	<u>52</u>	= \$ 2,112,708
A.3. Vegetative Waste	<u>46,700</u>	\$ 0.87	<u>52</u>	= \$ 2,112,708
	Subtotal	\$ 3.11		
Total Annual Residential Dwelling Curbside Collection Rate				\$ 7,552,324

B. Commercial Multifamily Dwelling Curbside Can Service *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection ***	Number of Collections Per Year	Total
Garbage and Recyclables (Services same as A.1 and A.2)	<u>100</u>	\$ 1.68	<u>52</u>	= \$ 8,736

* Includes All Collection and Related Services Required in Accordance with the Agreement.

** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.

*** Shall not exceed 75% of cost of (A.1 + A.2)

C. Commercial Properties Container Collection Including Multifamily Dwellings, Businesses and Institutions *

Garbage and/or Vegetative Materials Collection	Number of Commercial Containers **	Annual Container Rental Price ***	Collection Price Per Pull ****	Estimated Average Number of Collections Per Year **	Total
Commercial Can	387	X (\$ 0.00)	+	(\$ 12.01)	X = \$ 278,872.20
2 CY Dumpster	256	X (\$ 0.00)	+	(\$ 29.92)	X = \$ 459,571.20
4 CY Dumpster	199	X (\$ 0.00)	+	(\$ 29.92)	X = \$ 387,015.20
6 CY Dumpster	101	X (\$ 0.00)	+	(\$ 29.92)	X = \$ 157,139.84
8 CY Dumpster	178	X (\$ 0.00)	+	(\$ 29.92)	X = \$ 1,150,364.16
**** 4 CY Vertical Compactor	2	X (\$ 1600)	+	(\$ 29.92)	X = \$ 15,646.72
**** 6 CY Vertical Compactor	1	X (\$ 1600)	+	(\$ 29.92)	X = \$ 6,267.52
**** 20 CY Compactor	0	X (\$ 2800)	+	(\$ 0)	X = \$ -
**** 30 CY Compactor	6	X (\$ 2950)	+	(\$ 313.83)	X = \$ 93,019.20
**** 40 CY Compactor	4	X (\$ 2975)	+	(\$ 313.83)	X = \$ 77,176.64
10 CY Roll Off Container	0	X (\$ 450)	+	(\$ 0)	X = \$ -
20 CY Roll Off Container	0	X (\$ 590)	+	(\$ 0)	X = \$ -
30 CY Roll Off Container	3	X (\$ 635)	+	(\$ 35)	X = \$ 28,787.10
40 CY Roll Off Container	0	X (\$ 740)	+	(\$ 0)	X = \$ -
Total Annual Commercial Collection Rates					\$ 2,653,859.78
Grand Total Price for Basic Service (A+B+C)					\$ 10,214,919.78

* Includes All Collection and Related Services Required in Accordance with the Agreement.
** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
*** Container Rental Price Shown is for One Year. Contractor Shall Charge Customers Pro Rated on a Weekly Basis.
**** All Prices Indicated are "Not-To-Exceed" Prices
***** 25 to 30 Percent of all Compactors are Customer Owned

LEE COUNTY, FLORIDA
PROPOSAL FORM
FOR
STEP – TWO
PRICING
SOLID WASTE AND RECYCLING COLLECTION SERVICES FOR SERVICE AREA FOUR

DATE SUBMITTED: December 23, 2014

VENDOR NAME: Waste Management Inc. of Florida

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

Having carefully examined the “General Conditions”, , and the “Detailed Specifications” which includes the “Proposed Solid Waste and Recycling Collection Franchise Agreement”, all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

SOLID WASTE AND RECYCLING COLLECTION SERVICES FOR SERVICE AREA FOUR

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.

The undersigned acknowledges receipt of Addenda numbers: 1, 2, 3

TO BE STARTED IMMEDIATELY FOLLOWING AWARD BY THE BOARD OF COUNTY COMMISSIONERS

SEE ATTACHMENTS

Instructions for completing price schedules enclosed herein

- **PRICE SCHEDULE ALT. 1- Seven Year Term**
- **PRICE SCHEDULE ALT. 2 – Same Day Curbside Residential Svc.**
- **PRICE SCHEDULE ALT. 3 – Automated Curbside Residential Garbage**
- **BASE PRICING SCHEDULE**

Proposers should carefully read all the terms and conditions of the specifications and proposed franchise agreement. Any representation of deviation or modification to the proposal may be grounds to reject the proposal.

Are there any modifications to the proposal or specifications?

Yes _____ No X

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the proposer being declared nonresponsive or to have the award of the proposal rescinded by the County.

MODIFICATIONS:

Proposer shall submit his/her proposal on the County's Proposal Price Forms', including the firm name and authorized signature. Any blank spaces on the Proposal Price Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on Lee County's Form may result in the Proposer/Proposal being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO A PROPOSAL WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE).

FIRM NAME Waste Management Inc. of Florida

BY (Printed): Timothy B. Hawkins

BY (Signature):  _____

TITLE: President

FEDERAL ID # OR S.S.# 59-1094518

ADDRESS: 2700 Wiles Road

Pompano Beach, Fl 33073

PHONE NO.: 954-984-2000

FAX NO.: 954-984-2058

CELLULAR PHONE/PAGER NO.: 954-984-2000

DUNS#: 099611782

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: 620831

E-MAIL ADDRESS: THawkins@wm.com

DISADVANTAGED BUSINESS ENTERPRISE (DBE): Yes No

A. Residential Dwellings Curbside Services *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection	Number of Collections Per Year	Total
A.1. Garbage Waste	46,700	\$ 2.22	52	\$ 5,391,048.00
A.2. Recyclables	46,700	\$ 0.85	52	\$ 2,064,140.00
A.3. Vegetative Waste	46,700	\$ 0.78	52	\$ 1,894,152.00
	Subtotal \$	3.85		
Total Annual Residential Dwelling Curbside Collection Rate				\$ 9,349,340.00

B. Commercial Multifamily Dwelling Curbside Can Service *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection ***	Number of Collections Per Year	Total
Garbage and Recyclables (Services same as A.1 and A.2)	100	\$ 2.30	52	\$ 11,960.00

* Includes All Collection and Related Services Required in Accordance with the Agreement.

** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.

*** Shall not exceed 75% of cost of (A.1 + A.2)

C. Commercial Properties Container Collection Including Multifamily Dwellings, Businesses and Institutions *

Garbage and/or Vegetative Materials Collection	Number of Commercial Containers **	Annual Container Rental Price ***	Collection Price Per Pull ****	Estimated Average Number of Collections Per Year **	Total
Commercial Can	387	X (\$ 0.00)	+ (\$ 12.01)	X (60)) =	\$ 278,872.20
2 CY Dumpster	256	X (\$ 0.00)	+ (\$ 29.92)	X (60)) =	\$ 459,571.20
4 CY Dumpster	199	X (\$ 0.00)	+ (\$ 29.92)	X (65)) =	\$ 387,015.20
6 CY Dumpster	101	X (\$ 0.00)	+ (\$ 29.92)	X (52)) =	\$ 157,139.84
8 CY Dumpster	178	X (\$ 0.00)	+ (\$ 29.92)	X (216)) =	\$ 1,150,364.16
**** 4 CY Vertical Compactor	2	X (\$ 1600)	+ (\$ 89.76)	X (208)) =	\$ 40,540.16
**** 6 CY Vertical Compactor	1	X (\$ 1600)	+ (\$ 89.76)	X (156)) =	\$ 15,602.56
**** 20 CY Compactor	0	X (\$ 2800)	+ (\$ 225.00)	X (0)) =	\$ ---
**** 30 CY Compactor	0	X (\$ 2950)	+ (\$ 225.00)	X (40)) =	\$ 71,700.00
**** 40 CY Compactor	4	X (\$ 2975)	+ (\$ 225.00)	X (52)) =	\$ 58,700.00
10 CY Roll Off Container	0	X (\$ 450)	+ (\$ 195.00)	X (0)) =	\$ ---
20 CY Roll Off Container	0	X (\$ 590)	+ (\$ 195.00)	X (0)) =	\$ ---
30 CY Roll Off Container	3	X (\$ 635)	+ (\$ 195.00)	X (35)) =	\$ 22,380.00
40 CY Roll Off Container	0	X (\$ 740)	+ (\$ 195.00)	X (0)) =	\$ ---
Multifamily Recycling Collection. Additional Containers, if Required, At No Extra Charge. Estimated Number of Multi Dwelling Units * 3,177					\$ 2,641,885.32
RV 664					Grand Total Price for Basic Service (A+B+C)
					\$ 12,003,185.32

* Includes All Collection and Related Services Required in Accordance with the Agreement.
 ** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
 *** Container Rental Price Shown is for One Year. Contractor Shall Charge Customers Pro Rated on a Weekly Basis.
 **** All Prices Indicated are "Not-To-Exceed" Prices
 ***** 25 to 30 Percent of all Compactors are Customer Owned

A. Residential Dwellings Curbside Services *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection	Number of Collections Per Year	Total
A.1. Garbage Waste	46,700	\$ 2.17	X 52	= \$ 5,269,628.00
A.2. Recyclables	46,700	\$ 0.83	X 52	= \$ 2,015,572.00
A.3. Vegetative Waste	46,700	\$ 0.76	X 52	= \$ 1,845,584.00
	Subtotal \$	3.76		
Total Annual Residential Dwelling Curbside Collection Rate				\$ 9,130,784.00

B. Commercial Multifamily Dwelling Curbside Can Service *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection ***	Number of Collections Per Year	Total
Garbage and Recyclables (Services same as A.1 and A.2)	100	\$ 2.25	X 52	= \$ 11,700.00

* Includes All Collection and Related Services Required in Accordance with the Agreement.
 ** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
 *** Shall not exceed 75% of cost of (A.1 + A.2)

C. Commercial Properties Container Collection Including Multifamily Dwellings, Businesses and Institutions *

Garbage and/or Vegetative Materials Collection	Number of Commercial Containers **	Annual Container Rental Price ***	Collection Price Per Pull ****	Estimated Average Number of Collections Per Year **	Total
Commercial Can	387	0.00	12.01	60	\$ 278,872.20
2 CY Dumpster	256	0.00	29.92	60	\$ 459,571.20
4 CY Dumpster	199	0.00	29.92	65	\$ 387,015.20
6 CY Dumpster	101	0.00	29.92	52	\$ 157,139.84
8 CY Dumpster	178	0.00	29.92	216	\$ 1,150,364.16
**** 4 CY Vertical Compactor	2	1425	89.76	208	\$ 40,190.16
**** 6 CY Vertical Compactor	1	1425	89.76	156	\$ 15,427.56
**** 20 CY Compactor	0	2510	225.00	0	\$ ----
**** 30 CY Compactor	0	2625	225.00	40	\$ 69,750.00
**** 40 CY Compactor	4	2660	225.00	52	\$ 57,440.00
10 CY Roll Off Container	0	410	195.00	0	\$ ----
20 CY Roll Off Container	0	525	195.00	0	\$ ----
30 CY Roll Off Container	3	565	195.00	35	\$ 22,170.00
40 CY Roll Off Container	0	660	195.00	0	\$ ----
Multifamily Recycling Collection. Additional Containers, If Required, at No Extra Charge. Estimated Number of Multi Dwelling Units * 3,177					\$ 2,637,940.32
RV 664					\$ 11,780,424.32
Grand Total Price for Basic Service (A+B+C)					\$ 11,780,424.32

* Includes All Collection and Related Services Required in Accordance with the Agreement.
 ** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
 *** Container Rental Price Shown is for One Year. Contractor Shall Charge Customers Pro Rated on a Weekly Basis.
 **** All Prices Indicated are "Not-To-Exceed" Prices
 ***** 25 to 30 Percent of all Compactors are Customer Owned

A. Residential Dwellings Curbside Services *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection	Number of Collections Per Year	Total Five (5) Year Term	Total Seven (7) Year Term
A.1. Garbage Waste	46,700	\$ 2.22	52	\$ 5,391,048.00	\$ 5,267,760.00
A.2. Recyclables	46,700	\$ 0.85	52	\$ 2,064,140.00	\$ 2,017,440.00
A.3. Vegetative Waste	46,700	\$ 0.78	52	\$ 1,894,152.00	\$ 1,849,320.00
	Subtotal \$	3.85			
Total Annual Residential Dwelling Curbside Collection Rate				\$ 9,349,340.00	\$ 9,134,520.00

B. Commercial Multifamily Dwelling Curbside Can Service *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection ***	Number of Collections Per Year	Total Five (5) Year Term
Garbage and Recyclables (Services same as A.1 and A.2)	100	\$ 2.30	52	\$ 11,960.00
				\$ 11,700.00

C. Commercial Properties Container Collection Including Multifamily Dwellings, Businesses and Institutions*

Totals - Annual Commercial Collection Rates	
From Base Pricing Proposal and Alternate 1 Price Proposal	\$ 2,641,885.32
Alternate Price No. 2 Grand Total Price for Basic Service (A+B+C) For Both Five (5) and Seven (7) Year Terms	\$ 11,784,160.32

* Includes All Collection and Related Services Required in Accordance with the Agreement.

** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.

*** Shall not exceed 75% of cost of (A.1 + A.2)

Alternate Price No. 3.

Automated Curbside Residential Garbagee Svc.

PRICED PROPOSAL FORM

Rate Schedule for Franchise Service Area Four (4)

FY 2015 - 16

Lee County RFP No. 150033

Proposer's Name: Waste Management Inc. of Florida

A. Residential Dwellings Curbside Services *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection	Number of Collections Per Year	Total Five (5) Year Term	Total Seven (7) Year Term
A.1. Garbage Waste	46,700	\$ 2.93	52	\$ 7,115,212.00	\$ 6,937,752.00
A.2. Recyclables	46,700	Totals - From Base Price Proposal		\$ 2,064,140.00	\$ 2,015,572.00
A.3. Vegetative Waste	46,700	and Alternate 1 Price Proposal		\$ 1,894,152.00	\$ 1,845,584.00
****Subtotal A.1+A.2+A.3 \$ 4.56					
Total Annual Residential Dwelling Curbside Collection Rate				\$ 11,073,504.00	\$ 10,798,908.00

B. Commercial Multifamily Dwelling Curbside Can Service *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection ***	Number of Collections Per Year	Total Five (5) Year Term
Garbage and Recyclables (Services same as A.1 and A.2)	100	\$ 2.84	52	\$ 14,768.00
				\$ 14,382.00

C. Commercial Properties Container Collection Including Multifamily Dwellings, Businesses and Institutions*

Totals - Annual Commercial Collection Rates	
From Base Pricing Proposal and Alternate 1 Price Proposal	\$ 2,641,885.32
Alternate Price No. 3 Grand Total Price for Basic Service (A+B+C) For Both Five (5) and Seven (7) Year Terms	\$ 13,730,157.32
	\$ 2,637,940.32
	\$ 13,451,230.32

* Includes All Collection and Related Services Required in Accordance with the Agreement.

** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.

*** Shall not exceed 75% of cost of (A.1 + A.2)

**** Unit Prices for A.2 and A.3 Shall Be The Same As Base Case Pricing

PRICED PROPOSAL FORM
 Rate Schedule for Franchise Service Area Four (4)
 FY 2015 - 16

Rate Price No. 1
 in Year Term

Residential Dwellings Curbside Services *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection	Number of Collections Per Year	Total
1. Garbage Waste	<u>46,700</u>	X \$ 1.60 X	<u>52</u>	\$3,885,440.00
2. Recyclables	<u>46,700</u>	X \$.68 X	<u>52</u>	\$1,651,312.00
3. Vegetative Waste	<u>46,700</u>	X \$.57 X	<u>52</u>	\$1,384,188.00
		Subtotal \$2.85		
Total Annual Residential Dwelling Curbside Collection Rate				\$6,920,940.00

i. Commercial Multifamily Dwelling Curbside Can Service *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection ***	Number of Collections Per Year	Total
Garbage and Recyclables Services same as A.1 and A.2;	<u>100</u>	\$ 1.71 X	<u>52</u>	\$8,892.00

Includes All Collection and Related Services Required in Accordance with the Agreement
 * Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
 *** Shall not exceed 75% of cost of (A.1 + A.2)

PRICED PROPOSAL FORM
Rate Schedule for Franchise Service Area Four (4)
FY 2015 - 16

Proposer's Name: Waste Pro of Florida, Inc.

Commercial Properties Container Collection, Including Multifamily Dwellings, Businesses and Institutions *

Garbage and/or Vegetative Materials Collection	Number of Commercial Containers **	Annual Container Rental Price ***	Collection Price Per Pull ****	Estimated Average Number of Collections Per Year **	Total
Commercial Can	387	0.00	11.68	60)) =	\$271,209.60
2 CY Dumpster	256	0.00	30.56	60)) =	\$469,401.60
4 CY Dumpster	199	0.00	30.56	65)) =	\$395,293.60
6 CY Dumpster	101	0.00	30.56	52)) =	\$160,501.12
8 CY Dumpster	178	0.00	30.56	216)) =	\$1,174,970.80
**** 4 CY Vertical Compactor	2	1425	30.56	208)) =	\$15,562.96
**** 6 CY Vertical Compactor	1	1425	30.56	156)) =	\$6,192.36
**** 20 CY Compactor	0	2510	202.95	0)) =	\$0
**** 30 CY Compactor	6	2625	202.95	40)) =	\$64,458.00
**** 40 CY Compactor	4	2660	202.95	52)) =	\$52,853.60
10 CY Roll Off Container	0	410	166.2	0)) =	\$0
20 CY Roll Off Container	0	525	166.2	0)) =	\$0
30 CY Roll Off Container	3	565	166.2	35)) =	\$19,146.00
40 CY Roll Off Container	0	660	166.2	0)) =	\$0

Total Annual Commercial Collection Rates
Grand Total Price for Basic Service (A+B+C)
\$2,629,589.50
\$9,559,421.50

Includes All Collection and Related Services Required in Accordance with the Agreement
* Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
** Container Rental Price Shown is for One Year. Contractor Shall Charge Customers Pro Rated on a Weekly Basis.
*** All Prices Indicated are "Not-To-Exceed" Prices
**** 25 to 30 Percent of all Compactors are Customer Owned

A. Residential Dwellings Curbside Services *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection	Number of Collections Per Year	Total Five (5) Year Term	Total Seven (7) Year Term
A.1. Garbage Waste	46,700	\$1.64	X 52	= \$3,982,576.00	\$3,885,440.00
A.2. Recyclables	46,700	\$.703	X 52	= \$1,707,165.20	\$1,651,312.00
A.3. Vegetative Waste	46,700	\$.588	X 52	= \$1,427,899.20	\$1,384,188.00
		Subtotal	\$2.931		

Total Annual Residential Dwelling Curbside Collection | \$7,117,640.40

\$ 6,920,940.00

B. Commercial Multifamily Dwelling Curbside Can Service *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection	Number of Collections Per Year	Total Five (5) Year Term
Garbage and Recyclables (Services same as A.1 and A.2)	100	\$ 1.75	X 52	= \$9,100.00

\$8,892.00

C. Commercial Properties Container Collection Including Multifamily Dwellings, Businesses and Institutions*

Totals - Annual Commercial Collection Rates From Base Pricing Proposal and Alternate 1 Price Proposal	\$2,712,921.80
Alternate Price No. 2 Grand Total Price for Basic Service (A+B+C) For Both Five (5) and Seven (7) Year Terms	\$9,839,662.20
	\$2,629,589.50
	\$9,559,421.50

* Includes All Collection and Related Services Required in Accordance with the Agreement
 ** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
 *** Shall not exceed 75% of cost of (A.1 + A.2)

PRICED PROPOSAL FORM
 Rate Schedule for Franchise Service Area Four (4)
 FY 2015 - 16

Alternate Price No. 3
 Alternated Curbside Residential Garbagee Svc.

1. Residential Dwellings Curbside Services *

Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection	Number of Collections Per Year	Total Five (5) Year Term	Total Seven (7) Year Term
46,700	\$ 1.98 X	52 =	\$4,808,232.00	\$4,686,812.00
46,700	Totals - From Base Price Proposal		\$1,707,165.20	\$1,651,312.00
46,700	and Alternate 1 Price Proposal		\$1,427,899.20	\$1,384,188.00
****Subtotal A.1+A.2+A.3 \$3.27				
Total Annual Residential Dwelling Curbside Collection Rate			\$7,943,296.40	\$7,722,312.00

2. Commercial Multifamily Dwelling Curbside Can Service *

Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection ***	Number of Collections Per Year	Total Five (5) Year Term
100	\$ 2.01 X	52 =	\$10,452.00
Garbage and Recyclables Services same as A.1 and A.2)			

3. Commercial Properties Contaner Collection Including Multifamily Dwellings, Businesses and Institutions*

Totals - Annual Commercial Collection Rates From Base Pricing Proposal and Alternate 1 Price Proposal		\$2,712,921.80
Alternate Price No. 3 Grand Total Price for Basic Service (A+B+C) For Both Five (5) and Seven (7) Year Terms		\$10,666,670.20

* Includes All Collection and Related Services Required in Accordance with the Agreement.
 ** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
 *** Shall not exceed 75% of cost of (A.1 + A.2)
 **** Unit Prices for A.2 and A.3 Shall Be The Same As Base Case Pricing

PRICED PROPOSAL FORM
 Rate Schedule for Franchise Service Area Four (4)
 FY 2015 - 2016

se Scenario Pricing

A. Residential Dwellings Curbside Services*

	Estimated Number of Dwelling Units	Price Per Dwelling Per Collection	Number of Collections Per Year	Total
A.1. Garbage Waste	46,700	\$ 1.64	52	\$3,982,576.00
A.2. Recyclables	46,700	\$.703	52	\$1,707,165.20
A.3. Vegetative Waste	46,700	\$.588	52	\$1,427,899.20
Subtotal: \$ 2.931				
Total Annual Residential Dwelling Curbside Collection Rate				\$7,117,640.40

B. Commercial Multifamily Dwelling Curbside Can Service*

	Estimated Number of Dwelling Units	Price Per Dwelling Per Collection	Number of Collections Per Year	Total
Garbage and Recyclables (Services same as A.1 and A.2)	100	\$1.75	52	\$9,100.00

* Includes All Collection and Related Services Required in Accordance with the Agreement.
 ** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
 *** Shall not exceed 75% of cost of (A.1 + A.2)

PRICED PROPOSAL FORM
Rate Schedule for Franchise Service Area Four (4)
FY 2015 - 206

C. Commercial Properties Container Collection Including Multifamily Dwellings, Businesses and Institutions *

Garbage and/or Vegetative Materials Collection	Number of Commercial Containers **	Annual Container Rental Price ***	Collection Price Per Pull ****	Estimated Average Number of Collections Per Year **	Total
Commercial Can	387	X (\$ 0.00	+(\$ \$12.02	X (60)) =	\$279,104.40
2 CY Dumpster	256	X (\$ 0.00	+(\$ \$31.50	X (60)) =	\$483,840.00
4 CY Dumpster	199	X (\$ 0.00	+(\$ \$31.50	X (65)) =	\$407,452.50
6 CY Dumpster	101	X (\$ 0.00	+(\$ \$31.50	X (52)) =	\$165,438.00
8 CY Dumpster	178	X (\$ 0.00	+(\$ \$31.50	X (216)) =	\$1,211,112.00
***** 4 CY Vertical Compactor	2	X (\$ 1600	+(\$ \$31.50	X (208)) =	\$16,304.00
***** 6 CY Vertical Compactor	1	X (\$ 1600	+(\$ \$31.50	X (156)) =	\$6,514.00
***** 20 CY Compactor	0	X (\$ 2800	+(\$ \$209.22	X (0)) =	\$0
***** 30 CY Compactor	6	X (\$ 2950	+(\$ \$209.22	X (40)) =	\$67,912.80
***** 40 CY Compactor	4	X (\$ 2975	+(\$ \$209.22	X (52)) =	\$55,417.76
10 CY Roll Off Container	0	X (\$ 450	+(\$ \$170.68	X (0)) =	\$0
20 CY Roll Off Container	0	X (\$ 590	+(\$ \$170.68	X (0)) =	\$0
30 CY Roll Off Container	3	X (\$ 635	+(\$ \$170.68	X (35)) =	\$19,826.40
40 CY Roll Off Container	0	X (\$ 740	+(\$ \$170.68	X (0)) =	\$0
Total Annual Commercial Collection Rates					\$2,712,921.80
Grand Total Price for Basic Service (A+B+C)					\$9,839,662.20

Multifamily Recycling Collection. Additional Containers, if Required, At No Extra Charge. Estimated Number of Multi Dwelling Units 3,177
RV 664

* Includes All Collection and Related Services Required in Accordance with the Agreement.
** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
*** Container Rental Price Shown is for One Year. Contractor Shall Charge Customers Pro Rated on a Weekly Basis.
**** All Prices Indicated are "Not-To-Exceed" Prices
***** 25 to 30 Percent of all Compactors are Customer Owned

ANTI- COLLUSION STATEMENT

THE BELOW SIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO A PROPOSAL WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE).

FIRM NAME WCA of Florida, LLC.

BY (Printed): Bob Shires

BY (Signature): 

TITLE: Regional Vice President

FEDERAL ID # OR S.S.# 20-5449795

ADDRESS: 5002 SW 41st BLVD.
Gainesville, Florida 32608

PHONE NO.: 800-535-9533

FAX NO.: 352-244-2009

CELLULAR PHONE/PAGER NO.: 352-258-9570

DUNS#: 03-299-9778

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: _____

E-MAIL ADDRESS: bshires@wcamerica.com

DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ Yes XXX No

Rate Schedule for Franchise Service Area Four (4)

FY 2015 - 16 Proposer's Name: WCA OF FLORIDA, LLC

A. Residential Dwellings Curbside Services *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection	Number of Collections Per Year	Total
A.1. Garbage Waste	<u>46,700</u> X	\$ <u>1.90</u>	<u>52</u>	= \$ <u>4,613,960.00</u>
A.2. Recyclables	<u>46,700</u> X	\$ <u>0.54</u>	<u>52</u>	= \$ <u>1,311,336.00</u>
A.3. Vegetative Waste	<u>46,700</u> X	\$ <u>0.95</u>	<u>52</u>	= \$ <u>2,306,980.00</u>
Subtotal \$		<u>3.39</u>		

Total Annual Residential Dwelling Curbside Collection Rate

\$ 8,232,276.00
Prices do not include disposal

B. Commercial Multifamily Dwelling Curbside Can Service *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection ***	Number of Collections Per Year	Total
Garbage and Recyclables (Services same as A.1 and A.	<u>100</u>	\$ <u>1.83</u>	<u>52</u>	= \$ <u>9,516.00</u>

Prices do not include disposal

* Includes All Collection and Related Services Required in Accordance with the Agreement.

** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.

*** Shall not exceed 75% of cost of (A.1 + A.2)

Rate Schedule for Franchise Service Area Four (4)

FY 2015 - 16 Proposer's Name: WCA OF FLORIDA, LLC

C. Commercial Properties Container Collection Including Multifamily Dwellings, Businesses and Institutions *

Garbage and/or Vegetative Materials Collection	Number of Commercial Containers **	Annual Container Rental Price ***	Collection Price Per Pull ****	Estimated Average Number of Collections Per Year **	Total	
Commercial Can	387	X (\$ 0.00)	+ (\$ 16.00)	X (60))	=	\$ 371,520.00
2 CY Dumpster	256	X (\$ 0.00)	+ (\$ 30.25)	X (60))	=	\$ 464,640.00
4 CY Dumpster	199	X (\$ 0.00)	+ (\$ 34.00)	X (65))	=	\$ 439,790.00
6 CY Dumpster	101	X (\$ 0.00)	+ (\$ 37.75)	X (52))	=	\$ 198,263.00
8 CY Dumpster	178	X (\$ 0.00)	+ (\$ 41.50)	X (216))	=	\$ 1,595,592.00
**** 4 CY Vertical Compactor	2	X (\$ 1425)	+ (\$ 68.00)	X (208))	=	\$ 31,138.00
**** 6 CY Vertical Compactor	1	X (\$ 1425)	+ (\$ 75.50)	X (156))	=	\$ 13,203.00
***** 20 CY Compactor	0	X (\$ 2510)	+ (\$ 325.00)	X (0))	=	\$ -
***** 30 CY Compactor	6	X (\$ 2625)	+ (\$ 325.00)	X (40))	=	\$ 93,750.00
***** 40 CY Compactor	4	X (\$ 2660)	+ (\$ 325.00)	X (52))	=	\$ 78,240.00
10 CY Roll Off Container	0	X (\$ 410)	+ (\$ 187.50)	X (0))	=	\$ -
20 CY Roll Off Container	0	X (\$ 525)	+ (\$ 187.50)	X (0))	=	\$ -
30 CY Roll Off Container	3	X (\$ 565)	+ (\$ 187.50)	X (35))	=	\$ 21,382.50
40 CY Roll Off Container	0	X (\$ 660)	+ (\$ 187.50)	X (0))	=	\$ -

Multifamily Recycling Collection. Additional Containers, If Required, at No Extra Charge. Estimated Number of Multi Dwelling Units * 3,177
RV 664

Total Annual Commercial Collection Rates

\$ 3,307,518.50

Prices do not include disposal

11,549,310.50

Prices do not include disposal

Grand Total Price for Basic Service (A+B+C)

- * Includes All Collection and Related Services Required in Accordance with the Agreement.
- ** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
- *** Container Rental Price Shown is for One Year. Contractor Shall Charge Customers Pro Rated on a Weekly Basis.
- **** All Prices Indicated are "Not-To-Exceed" Prices
- ***** 25 to 30 Percent of all Compactors are Customer Owned

A. Residential Dwellings Curbside Services *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection	Number of Collections Per Year	Total Five (5) Year Term	Total Seven (7) Year Term
A.1. Garbage Waste	46,700	\$ 2.07	52	\$ 5,026,788.00	\$ 4,613,960.00
A.2. Recyclables	46,700	\$ 0.54	52	\$ 1,311,336.00	\$ 1,311,336.00
A.3. Vegetative Waste	46,700	\$ 1.09	52	\$ 2,646,956.00	\$ 2,306,980.00
	Subtotal	\$ 3.70		\$ 3.39	
Total Annual Residential Dwelling Curbside Collection Rate				\$ 8,985,080.00	\$ 8,232,276.00

Prices do not include disposal

B. Commercial Multifamily Dwelling Curbside Can Service *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection ***	Number of Collections Per Year	Total Five (5) Year Term
Garbage and Recyclables (Services same as A.1 and A.2)	100	\$ 1.96	52	\$ 10,192.00

Prices do not include disposal

C. Commercial Properties Container Collection Including Multifamily Dwellings, Businesses and Institutions*

Totals - Annual Commercial Collection Rates	
From Base Pricing Proposal and Alternate 1 Price Proposal	\$ 3,311,463.50
Prices do not include disposal	
Alternate Price No. 2 Grand Total Price for Basic Service (A+B+C) For Both Five (5) and Seven (7) Year Terms	\$ 12,306,735.50
Prices do not include disposal	

* Includes All Collection and Related Services Required in Accordance with the Agreement.
 ** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
 *** Shall not exceed 75% of cost of (A.1 + A.2)

A. Residential Dwellings Curbside Services *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection	Number of Collections Per Year	Total Five (5) Year Term	Total Seven (7) Year Term
A.1. Garbage Waste	46,700	\$ 1.71	52	\$ 4,152,564.00	\$ 3,944,935.80
A.2. Recyclables	46,700	Totals - From Base Price Proposal		\$ 1,311,336.00	\$ 1,311,336.00
A.3. Vegetative Waste	46,700	and Alternate 1 Price Proposal		\$ 2,646,956.00	\$ 2,306,980.00
****Subtotal A.1+A.2+A.3				\$ 3.34	\$ 3.11
Total Annual Residential Dwelling Curbside Collection Rate				\$ 8,110,856.00	\$ 7,563,251.80

Prices do not include disposal

B. Commercial Multifamily Dwelling Curbside Can Service *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection ***	Number of Collections Per Year	Total Five (5) Year Term
Garbage and Recyclables (Services same as A.1 and A.2)	100	\$ 1.96	52	\$ 10,192.00
				Prices do not include disposal

Prices do not include disposal

C. Commercial Properties Contaner Collection Including Multifamily Dwellings, Businesses and Institutions*

Totals - Annual Commercial Collection Rates	
From Base Pricing Proposal and Alternate 1 Price Proposal	\$ 3,311,463.50
Prices do not include disposal	
Alternate Price No. 3 Grand Total Price for Basic Service (A+B+C) For Both Five (5) and Seven (7) Year Terms	\$ 11,432,511.50
Prices do not include disposal	

* Includes All Collection and Related Services Required in Accordance with the Agreement.
 ** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
 *** Shall not exceed 75% of cost of (A.1 + A.2)
 **** Unit Prices for A.2 and A.3 Shall Be The Same As Base Case Pricing

Rate Schedule for Franchise Service Area Four (4)

FY 2015 - 206 Proposer's Name: WCA OF FLORIDA, LLC

A. Residential Dwellings Curbside Services *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection	Number of Collections Per Year	Total
A.1. Garbage Waste	46,700	\$ 2.07	52	\$ 5,026,788.00
A.2. Recyclables	46,700	\$ 0.54	52	\$ 1,311,336.00
A.3. Vegetative Waste	46,700	\$ 1.09	52	\$ 2,646,956.00
Subtotal		\$ 3.70		

Total Annual Residential Dwelling Curbside Collection Rate \$ 8,985,080.00

Prices do not include disposal

B. Commercial Multifamily Dwelling Curbside Can Service *

	Estimated Number of Dwelling Units **	Price Per Dwelling Per Collection ***	Number of Collections Per Year	Total
Garbage and Recyclables (Services same as A.1 and A.2)	100	\$ 1.96	52	\$ 10,192.00

Prices do not include disposal

* Includes All Collection and Related Services Required in Accordance with the Agreement.

** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.

*** Shall not exceed 75% of cost of (A.1 + A.2)

Rate Schedule for Franchise Service Area Four (4)

FY 2015 - 206 Proposer's Name: WCA OF FLORIDA, LLC

C. Commercial Properties Container Collection Including Multifamily Dwellings, Businesses and Institutions *

Garbage and/or Vegetative Materials Collection	Number of Commercial Containers **	Annual Container Rental Price ***	Collection Price Per Pull ****	Estimated Average Number of Collections Per Year **	Total
Commercial Can	387	X (\$ 0.00)	+ (\$ 16.00)	60)) =	\$ 371,520.00
2 CY Dumpster	256	X (\$ 0.00)	+ (\$ 30.25)	60)) =	\$ 464,640.00
4 CY Dumpster	199	X (\$ 0.00)	+ (\$ 34.00)	65)) =	\$ 439,790.00
6 CY Dumpster	101	X (\$ 0.00)	+ (\$ 37.75)	52)) =	\$ 198,263.00
8 CY Dumpster	178	X (\$ 0.00)	+ (\$ 41.50)	216)) =	\$ 1,595,592.00
**** 4 CY Vertical Compactor	2	X (\$ 1600)	+ (\$ 68.00)	208)) =	\$ 31,488.00
**** 6 CY Vertical Compactor	1	X (\$ 1600)	+ (\$ 75.50)	156)) =	\$ 13,378.00
**** 20 CY Compactor	0	X (\$ 2800)	+ (\$ 325.00)	0)) =	\$ -
**** 30 CY Compactor	6	X (\$ 2950)	+ (\$ 325.00)	40)) =	\$ 95,700.00
**** 40 CY Compactor	4	X (\$ 2975)	+ (\$ 325.00)	52)) =	\$ 79,500.00
10 CY Roll Off Container	0	X (\$ 450)	+ (\$ 187.50)	0)) =	\$ -
20 CY Roll Off Container	0	X (\$ 590)	+ (\$ 187.50)	0)) =	\$ -
30 CY Roll Off Container	3	X (\$ 635)	+ (\$ 187.50)	35)) =	\$ 21,592.50
40 CY Roll Off Container	0	X (\$ 740)	+ (\$ 187.50)	0)) =	\$ -
Total Annual Commercial Collection Rates					\$ 3,311,463.50
Total Annual Commercial Collection Rates					Prices do not include disposal
Grand Total Price for Basic Service (A+B+C)					\$ 12,306,735.50
Grand Total Price for Basic Service (A+B+C)					Prices do not include disposal

Multifamily Recycling Collection. Additional Containers, if Required, At No Extra Charge. Estimated Number of Multi Dwelling Units ** 3,177
RV 664

* Includes All Collection and Related Services Required in Accordance with the Agreement.
 ** Estimated by County for Proposal Purposes. Actual Number of Units May Vary.
 *** Container Rental Price Shown is for One Year. Contractor Shall Charge Customers Pro Rated on a Weekly Basis.
 **** All Prices Indicated are "Not-To-Exceed" Prices
 ***** 25 to 30 Percent of all Compactors are Customer Owned

**SOLID WASTE AND RECYCLING
COLLECTION
FRANCHISE AGREEMENT**

Between

LEE COUNTY

And

ROGRESSIVE WASTE SOLUTIONS OF FL, INC.

Service Area Number 4

Lee County Contract No. _____

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- X. Conditions Related To Automated Collection Service for 95-Gallon Wheeled Garbage Cans

**SOLID WASTE AND RECYCLING COLLECTION
FRANCHISE AGREEMENT**

This Agreement is hereby made and entered into this day of, 2015, between LEE COUNTY, FLORIDA (the "County"), a political subdivision of the State of Florida, and Progressive Waste Solutions of FL, Inc., (the "Contractor"), a Florida corporation, having its principal place of business and address in Florida and authorized to do business in the State of Florida.

RECITALS:

WHEREAS, the County is the governing body of a certain Municipal Service Benefit Unit ("MSBU") for Solid Waste Collection & Disposal in Lee County; and,

WHEREAS, the County issued a Request for Proposals ("RFP") on for solid waste collection franchise between the County and private companies; and,

WHEREAS, the Contractor, in response to the RFP, submitted qualifications evidencing its experience and interest in being selected to perform such services and a proposal for operating the solid waste collection franchise; and,

WHEREAS, the County has selected the Contractor, pursuant to its RFP and the Contractor's response thereto in reliance on the skill, expertise, and past successful experience in operating solid waste and recycling collection services, to operate the solid waste collection franchise, in accordance with the terms, conditions, and provisions of this Agreement; and,

WHEREAS, "Guarantor" has executed the Guarantee set forth in Exhibit I guaranteeing the Contractor's performance of its obligations under the Agreement; and,

WHEREAS, the County desires to franchise the services of the Contractor for the operation of the solid waste and recycling collection franchise and the Contractor desires to perform such services as provided herein.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and the terms and conditions hereinafter set forth, the Contractor and the County do hereby agree as follows:

1. TERM:

The term of this Agreement shall be for the period beginning on the date first stated above, and unless sooner terminated, this Agreement shall terminate on the seventh (7th) anniversary of the Start of Service unless extended under the terms of this Agreement. The Contractor hereby agrees that the County, upon the written mutual approval of both Parties, may unilaterally elect to extend the Term of this Agreement for an additional two, one-year extensions with conditions and pricing that are in effect at the time of such Term extension, to continue until termination of this Agreement.

2. DEFINITIONS:

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any action that is contrary to federal, state or local law.

Agreement shall mean this franchise agreement.

Biohazardous or Biomedical Wastes shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; included, but not limited to, waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.

Board shall mean the Board of County Commissions of Lee County, Florida.

Bulk Waste shall mean any non-vegetative (except Christmas Trees) item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, and other similar domestic appliances, household goods and furniture and shall not be commingled with Vegetative Waste. There shall be no weight limit for any item of Bulk Waste.

Can or Garbage Can shall mean any commonly available light gauge steel, plastic, aluminum or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and two handles. A Garbage Can is also defined as a heavy duty, securely tied, plastic bag designed for use as a garbage receptacle. Such container including waste materials shall not exceed forty (40) gallons in nominal capacity or fifty (50) pounds in weight, unless a Contractor implements (with written authorization from the Contract Administrator or his designee) an automated or semi-automated collection system requiring the use of some other standard receptacle compatible with the Contractor's equipment supplied by the Contractor and approved by the County. This Agreement includes special conditions regarding the provision, use, maintenance, and servicing of 95-gallon wheeled Garbage Cans.

Refer to Exhibit "X" for such special conditions.

Collection shall mean the process whereby Solid Waste, Garbage, Trash, Bulk Waste, Vegetative Waste, Electronic Devices and/or Recyclable Material is removed and transported to a Designated Facility.

Commercial Can shall mean one 64 or 96 gallon (nominal) commercial grade garbage can. These cans to be designed for the purpose of holding or containing Garbage and/or Trash. A Commercial Can shall be provided to the business or institution utilizing Commercial Can Collection service, by the Contractor.

Commercial Collection Service means Solid Waste and Recyclables service to include but not be limited to commercial property including hotels, motels, and parks containing mobile homes and/or recreational vehicles, commercial (wholesale/retail), manufacturing, industrial and institutional enterprises of all types. Commercial properties shall be all properties, other than those listed under the definition of Curbside Residential Collection Service below, including Multifamily Collection Service, and Multifamily Can Collection Service.

Commercial Disposal Cost means the total or per ton cost of disposal for Garbage, Trash, or Vegetative Waste, etc., that is charged by the County, including surcharges, as applicable.

Commercial Recycling Collection Service shall mean the Collection of Recyclable Materials by the Contractor for entities within the Service Area that are not serviced by Curbside Residential Collection Service or Multifamily Recycling Collection Service.

Compactor shall mean any container which has compaction mechanism(s), whether stationary or mobile, all inclusive.

Construction and Demolition Debris (C&D) shall mean materials generally considered to be not water soluble and non hazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, fencing and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de minimis amount of waste other than C&D from a construction site will not automatically cause it to be classified as other than C&D.

Container shall mean and include any container designed or intended to be mechanically dumped into a loader packer type truck or recycling vehicle or be a roll off Container. All Containers except roll off Containers must be maintained so as to be leak proof and rodent resistant. "Dumpster" type containers shall be serviced by a front-end-load truck.

Contract shall mean this Agreement.

Contract Administrator shall mean the Director of the Lee County Division of Solid Waste or designee, who shall act as the County's representative during the term of this Agreement

Contract Date shall mean the day and year first written above.

Contractor shall mean that person or entity set out initially above that has entered into this Agreement to provide the services described herein for the Service Area.

County shall mean Lee County, Florida.

Curbside Residential Collection Service shall mean the Collection of Solid Waste, Recyclable Materials, Electronic Devices, and Vegetative Waste by the Contractor from all Dwelling Units in the Service Area that are defined as “single family” residential units by the Lee County Property Appraiser and so included on the County’s Solid Waste Assessment Roll and other Dwelling Units as are designated by the County. These Dwelling Units generally consist of 1 – 4 residential dwellings in a building or on a defined property. Solid Waste, Recyclables, Electronic Devices, and Vegetative Waste, generated exclusively at the dwelling unit and not part of a land clearing activity, shall be collected at curbside or along the roadway.

Department shall mean the Lee County Department of Solid Waste or subsequent organization.

Designated Facility shall mean a County owned disposal, processing, recovery, recycling or transfer facility, or another facility if specifically designated in writing by the Contract Administrator to the Contractor.

Disposal Facility or County Disposal Facility shall mean place or places managed or operated by or for the County for the purpose of disposal or processing discarded materials.

Dwelling Unit shall mean any type of structure or building unit intended for or capable of being utilized for residential living other than a licensed Hotel or Motel unit.

Electronic Devices Recycling Collection Service shall mean the curbside collection of electronic devices, i.e. computers, monitors, televisions, cathode ray tubes, vcr and stereo equipment, printers, desktop copiers, scanners, fax machines, microwaves, telephones, and peripherals generated from the dwellings of curbside residential solid waste customers. Electronic Devices Recycling Collection Service also applies to multifamily dwelling units. However, multifamily dwelling units must have all electronics placed in one or more central locations accessible to the contractor’s collection vehicles for weekly collection. Collection of electronics shall be provided by the contractor and the collected electronics shall be delivered to a Designated Facility.

Events of Default shall mean one or more of the events described in Section 30 or defined herein.

Fiscal Year shall mean the period between October 1 of a given year and September 30 of the following year during this Contract.

Garbage shall mean all putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, food or any organic waste that is attendant with or results from the

storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities. Garbage shall also mean discarded materials and items from Dwelling Units, businesses and institutions unless otherwise defined. Garbage does not mean corrugated cardboard boxes, unless such boxes are used as a “Can or Garbage Receptacle” or are concealed among other Garbage.

Hazardous Waste shall mean solid waste as defined by the State of Florida Department of Environmental Protection as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.

Hotel or Motel shall mean a structure or building unit(s) capable of being utilized for residential living where such unit or a group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven days or less. To meet this definition, the Hotel or Motel must be licensed to operate as such. "Transient" has the meaning as defined in Chapter 509, Florida Statutes (2014), or its successor law.

Materials Recycling Facility (MRF) shall mean any facilities operated or managed by, for or on behalf of the County for the purpose of receiving, sorting, processing, storing, and/or preparing Recyclable Materials for sale, as specifically designated by the Contract Administrator, in writing.

Multifamily Can Collection Service shall mean the weekly curbside collection of household garbage and/or recyclables from Multifamily Dwelling Units where the Homeowners Association and/or Management Company find it is in the interest of the residents and elects the service for curbside collection of garbage and recyclables. Qualification for this service must show that streets and roadways are built suitable for the Contractor’s refuse trucks and equipment and allow for safe collection. The authority for approval of such service is with the Contract Administrator. These services shall be billed directly to the customer by the Contractor.

Multifamily Collection Service shall mean Multifamily Recycling Collection Service and Multifamily Solid Waste Collection Service and the collection of other waste material.

Multifamily Dwelling Unit shall mean any Dwelling Unit defined as “Multifamily” by the Lee County Property Appraiser and included as such on the Lee County Solid Waste Assessment Roll and other Dwelling Units as are designated by the County. Multifamily Dwelling Units generally include five (5) or more residential units in a building or on a defined property and may include, but not be limited to, apartments, condominiums, mobile homes, recreational vehicles, and time share units.

Multifamily Dwelling Unit Electronic Devices Recycling Collection Service shall mean the collection of Electronic Devices by the Contractor for Multifamily Dwelling Units in the Service Area placed in one or more central locations. Collection of Electronic Devices shall be provided by the Contractor and the collected Electronic Devices shall be delivered to a Designated Facility at no additional cost other than the cost for Multifamily solid waste collection service.

Multifamily Recycling Collection Service shall mean the Collection of Recyclable Materials by the Contractor from Multifamily Dwelling Units in the Service Area by means of a shared container placed in one or more central locations. Containers for the Collection of Recyclable Materials shall be provided by the Contractor and the collected Recyclable Materials shall be delivered to the Materials Recycling Facility at no additional cost other than the cost for Multifamily Solid Waste Collection Service.

Multifamily Solid Waste Collection Service shall mean Solid Waste Collection service of all Multifamily Dwelling Units whose Solid Waste or Vegetative Waste is collected by means of a central or shared Container placed in one or more central locations and not by means of a Garbage Can (except for Multifamily Can Collection). Vegetative Waste shall not be commingled with Solid Waste.

Public Awareness Program shall mean programs developed by the County to inform and encourage residential and commercial Solid Waste Collection customers to properly use all Solid Waste and Recycling Collection services offered by the County through the Contract. It shall also mean information concerning level of service and changes in scope of service.

Recyclable Materials or Recyclables or Recycling shall mean any material to be collected by the Contractor for the purpose of Recycling at the County's Materials Recycling Facility. Recyclable Materials include newspapers (including inserts), aluminum cans and clean aluminum foil and pans, plastic containers, glass bottles and jars, corrugated cardboard of any size broken down or left whole, brown paper bags, magazines, tin and ferrous cans, telephone directories, fiberboard, junk mail and office paper and other Solid Waste materials added by the County when such materials have been either diverted from the remaining Solid Waste stream or removed prior to their entry into the remaining Solid Waste stream. Note: Also see Section 4.A.1 regarding curbside residential solid waste collection related to cardboard boxes.

Recycling Container shall mean a rigid container or wheeled cart made of plastic or other suitable substance that is used for the storage of Recyclable Materials prior to Collection.

Residential Recycling Collection Service shall mean Curbside Residential Recycling Collection Services and Multifamily Recycling Collection Service.

Residential Solid Waste Collection Service shall mean Curbside Residential Solid Waste Collection Service and/or Multifamily Solid Waste Collection Service.

Roll-off Collection Service shall mean the Collection of Solid Waste, C&D, Garbage, Vegetative Waste, Bulk Waste, Trash etc., utilizing a Container or Compactor specifically designed for the purpose of leaving the Container on a customer's property then rolling or lifting such Container or Compactor onto a truck and transporting it to a Designated Facility.

Same Day Collection shall mean the Collection of an unlimited amount of Residential Solid Waste, Residential Recycling, and Residential Yard Waste on the same weekday for each curbside unit on a scheduled weekly route basis as approved by the Contract Administrator.

Service Area shall mean that portion of the unincorporated and incorporated area of the County as described in Exhibit IX, for which the Contractor has been granted an exclusive franchise.

Solid Waste shall mean Garbage, Trash, Bulk Waste and White Goods discarded as a result of the normal activities of a Dwelling Unit, business or institution but shall not include Vegetative Waste or Special Waste.

Sludge shall mean a solid or semi-solid, or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects.

Special Collection shall mean the Collection of Bulk Waste or White Goods or Vegetative Waste that may require particular or special attention, scheduling, or action by the Contractor.

Special Services shall mean any services requested or required by the customer which are in addition to, or a change in, Residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service and Commercial Solid Waste Collection Service as set out or similar to those listed in Exhibit II.

Special Waste shall include automobiles, boats, internal combustion engines, non-automobile tires, Sludge, dead animals, septic tank waste, Biohazardous or Biomedical Waste, liquid waste, and Hazardous Waste, land clearing debris, and tree limbs and/or trunks greater than 50 pounds per piece. Special Waste may also include items determined by the Contract Administrator to be reasonably unmanageable or require extraordinary management.

Start Of Service Date shall mean October 1, 2015.

State shall mean the State of Florida.

Trash shall mean all refuse, accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature, which are usual to housekeeping and to the operation of stores, offices, Dwelling Units, institutions, and other business places, but shall not include Vegetative Waste.

Uncontrollable Forces shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Vegetative Waste shall mean any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub materials, grass clippings, palm fronds, fruit, tree branches, and similar other matter usually produced as refuse in the care of lawns, landscaping and yards. For curbside collection, the following applies: All

grass clippings, leaves, pine needles, and similar small loose items must be bagged or containerized; Tree cuttings, bushes, twigs, etc., (except palm fronds) and similar articles shall be in tied bundles, or in cans and shall be less than six feet in length. Up to 50 pounds of unbundled or untied palm fronds may be placed neatly at curbside. Vegetative Waste, except palm fronds, must be no more than six (6) feet in length and no single item shall weigh more than 50 pounds, and shall be placed neatly at the curb. Natural Christmas trees will be collected as Vegetative Waste and any such tree must not be more than 8 feet in length and must be less than 50 pounds.

White Goods shall mean those particular items included as Bulk Waste that are generally referred to as household appliances including but not limited to, stoves, water heaters, air conditioners, heat pumps, refrigerators, ranges and similar items.

3. SERVICES PROVIDED BY CONTRACTOR:

The Contractor shall provide mandatory Curbside Residential Collection Services, Multifamily Solid Waste Collection Service and Multifamily Recycling Collection Service in the Service Area. The right to provide such Collection Services in the Service Area shall be exclusive to the Contractor. An unlimited quantity of materials may be placed out for Collection under the Curbside Residential Collection Services programs. The County or its designee will be responsible for the billing and collection of payments for the mandatory Curbside Residential Collection Service.

The Contractor shall provide Commercial Solid Waste Collection Services in the Service Area, which shall be an exclusive right to the Contractor. The Contractor shall be responsible for the billing and collection of Commercial Solid Waste Collection Services, Multifamily Solid Waste Collection Service and commercial and Multifamily disposal costs not being billed and collected by the County or its designee.

Roll-off and Compactor Solid Waste Collection Services shall be granted to the Contractor for existing and new commercial accounts. The Contractor does not have an exclusive right for the Collection of Construction and Demolition Debris from new construction, building modifications, renovations, remodeling, re-roofing, or demolition materials from buildings where the building structure itself is being partially or totally demolished.

No other person or entity except the Contractor may offer or provide Curbside Residential Collection Service, Multifamily Solid Waste Collection Service, Multifamily Recycling Collection Service, or Commercial Collection Service other than Commercial Recycling Collection Service, commercial Vegetative Waste collection and collection of Construction and Demolition Debris in the Service Area. The County agrees to assist the Contractor in taking timely action against any entity violating the provisions of this Section 3.

The Contractor shall provide Commercial Recycling Collection Services in the Service

Area upon request by the Customer or the County, or through the solicitation efforts of the Contractor. However, Commercial Recycling Collection Services are not exclusive to the Contractor in the Service Area. The Contractor shall use good faith and its best efforts to cooperate with any commercial Recycling haulers providing Recycling services to customers in the Service Area.

If the customer requests, the Contractor shall provide additional residential Collection services for Collection of Solid Waste such as collecting from a dwelling's side door, collecting Solid Waste twice a week, collecting unbundled Vegetative Waste, rolling commercial Containers out of storage areas, opening doors or gates for access, etc. The specific arrangements for these additional Collection services are to be determined between the customer and the Contractor and charges for these services shall be in accordance with Exhibit II. These services shall be billed directly to the customer by the Contractor.

In the event that an additional Collection service request is not listed, such charges shall then be established by the Contractor. In the event that the customer disagrees with the Contractor's cost, the Department shall review the cost, and determine if it is reasonable. The Department may adjust the cost for any such additional service to an amount that it determines is reasonable and appropriate.

Residential customers where all residents residing at the home are identified as physically handicapped or disabled (a customer disabled through age alone will not qualify) shall be provided side door service for the collection of Solid Wastes and Recyclables at no extra charge upon the written approval of the Department.

4. CURBSIDE RESIDENTIAL COLLECTION SERVICES:

A. Curbside Residential Solid Waste Collection Service

- 1. General Conditions and Frequency of Service.** The Contractor shall provide Curbside Residential Collection Service. This service shall be provided once every week and no less than every seven (7) days, on a scheduled route basis, as approved by the Contract Administrator. The Collection service shall include but is not limited to one (1) unlimited quantity Solid Waste Collection each week, including pick-up of two automobile/light truck tires (with or without rims), Bulk Waste, and certain Construction and Demolition Debris. Special Collection of other Bulk Waste and White Goods shall be provided by arrangement.

If a customer has placed discreet cardboard boxes out for Garbage collection and such boxes do not contain Garbage, the Contractor shall not collect such boxes with the Garbage but shall leave a short written notice explaining that the boxes should be placed out for Recycling Collection.

Multifamily Dwelling Units suitable for and electing Multifamily Can Collection service shall be provided such service by the Contractor, in accordance with Section 5.A.2. This service shall require approval by the Contract Administrator.

If the customer has a small amount of commingled residential Solid Waste and Vegetative Waste on a garbage Collection day, the Contractor shall collect all of the material with the Solid Waste. However, if there is a substantial amount of Vegetative Waste commingled with the Solid Waste, the Contractor shall not collect the materials and shall leave a short written notice explaining why the materials were not collected that day. If the customer has placed different materials separately at the curb (e.g., Solid Waste and Vegetative Waste), the Contractor shall collect the appropriate material for that day.

Construction and Demolition Debris (C&D) resulting from minor home maintenance and repair will be collected at the curb. Collection of C&D shall be limited to no more than 2 cubic yards per Collection per Dwelling Unit provided such C&D is generated from home maintenance or repair projects that do not require a building permit. The C & D material must have been generated from the Dwelling Unit from which it is collected and be placed neatly at the curb in manageable pieces. Small pieces such as tile or roofing material shall be containerized, weighing not more than 50 pounds per container.

The Collection of Solid Waste and Vegetative Waste may be provided on separate days. The Recyclables Collection must be provided on the same day as the Vegetative Waste Collection for approximately 80% of the Curbside Residential Collection Service customers. Exhibit "X" supersedes the above describing conditions for "Same Day Collection" service.

The Contractor shall deliver 60% of the municipal solid waste (MSW) and vegetative waste collected in its franchise area during 10 weeks of each County fiscal year to the Lee/Hendry Landfill in Felda, Florida, as designated and directed by the Contract Administrator. The Contractor shall make provisions to separate tires from other curbside collected waste when delivering MSW to the landfill.

- 2. Containers.** Cans shall normally be furnished by the residents receiving Curbside Residential Collection Service.

If the Contractor chooses to use automated residential Collection vehicles requiring special containers, the Contractor shall supply any such Containers as approved by the Contract Administrator (or designee) to each Dwelling Unit at no extra charge. The use of an automated residential Collection system shall be approved by the Contract Administrator prior to

implementation. Any and all such containers purchased and provided by the Contractor for an automated/semi-automated curbside residential collection system shall become the property of the County on the date such containers are placed into service. Customers currently receiving automated curbside residential collection will continue receiving either automated or semi-automated service. The Contractor shall be responsible for maintenance and repair/replacement of all such existing containers and shall furnish similar new containers to all new residential units within these collection route areas. Reasonable changes in container size will be allowed if requested by customer. Approximately 12,000 containers for automated curbside residential collection existing in Franchise Area #2 at the Start of Service are owned by Lee County and the Contractor shall provide automatic collection service for these units. Any Garbage item that can be collected in a standard rear-end load compactor truck must be collected on the scheduled garbage collection day.

Conditions regarding the implementation of an automated collection service are included in Exhibit "X" of this document and supersede the above two paragraphs for any conflicting conditions.

B. Curbside Residential Recycling Collection Services

- 1. General Conditions and Frequency of Service.** The Contractor shall provide Residential Recycling Collection Service to all dwelling units receiving Curbside Residential Collection Service (including suitable Multi-family residential units electing such service). This service shall be provided once every week and no less than every seven (7) days, on a scheduled route basis, as approved by the Contract Administrator (or designee). The Recyclables Collection must be provided on the same day as either the Solid Waste or the Vegetative Waste Collection in accordance to Section 4.A.1.

Collection service includes collecting an unlimited amount of recyclables, weekly, from each residential unit. Residents may set out additional material in an eighteen (18) gallon recycle container (or other similar, suitable container). Large cardboard (OCC) placed outside the cart will be collected by the Contractor.

The Contractor shall collect Recyclables from the Recycling Container and replace the Recycling Container at the same location. Recycling containers containing apparent non-recyclable materials, e.g. trash, plastic bags, plastic and or vinyl children's pools, water hoses, clothing, horticulture, construction debris or any other apparent non-recyclable products shall not be collected. These contaminated containers shall be tagged by the Contractor with a short written notice explaining why the containers were not serviced. Bags containing household batteries shall be collected and kept separately from Recyclable Material.

At the Start of Service Date the Contractor shall provide automated or semi-automated Recycling collection service for all homes currently receiving such curbside recycling service, utilizing County owned 65 gallon and 32 gallon single stream recycling containers. All recycling containers shall be maintained, repaired, and replaced by the Contractor as necessary, during the term of this Agreement.

2. **Recycling Containers and Educational Material.** Recycling Containers and educational materials, i.e. magnets, brochures, etc. will be provided by the Department. The Department will supply the Contractor with a Certificate of Occupancy list monthly of new residents. A copy of this list shall be returned to the County within 15 days of receipt verifying that Recycling Carts/Containers were delivered to the new residents. The Containers and educational material will be supplied to the Contractor for distribution to new residents and to replace the original ones that were stolen, lost or damaged by the occupant of a Dwelling Unit. The Contractor shall promptly deliver (within one week or seven (7) days) replacement Recycling Containers, damaged by its employees, or when notified by the Department, or the occupant of a Dwelling Unit where a Recycling Container is stolen, damaged or missing. Informational literature will be delivered with each Recycling Container. Contractor shall return damaged recycling containers to the Lee County Materials Recycling Facility. Recycling Containers shall be distributed to customers using plastic bags or unsuitable containers for Recycling. The title to Recycling Containers shall be vested with Lee County. Customers may use their own or additional Recycling Containers as long as they are similar and suitable for the service (e.g., cardboard boxes, kraft bags). If a cardboard box is used, the Contractor shall also collect the box. Plastic bags are discouraged through public education by the Contractor leaving and providing written notice to the resident, and by the Contractor distributing proper Recycling Containers.

The Department will purchase and maintain an inventory of Recycling Carts sufficient for distribution to new residents and to replace the original ones that were stolen, lost, or damaged. The Department will purchase spare parts sufficient to maintain the carts. These spare parts will be provided to the Contractor by the Department and the Department shall invoice the Contractor for these items as it is the Contractor's responsibility to maintain and repair the Recycling Containers. The Department shall invoice the Contractor for Recycling Carts damaged by the Contractor and rendered unusable.

3. **Non-compliance Residential Recycling.** When material from a Recycling Container is not collected, the Contractor shall provide written notification to the occupants of the residence to inform them of the problem(s) as to why the

Recycling Container was not emptied and provide information as to what material is acceptable and how to become compliant. The initial contact shall be made by the Collection Crew with a dated written notice. The address and reason for non-collection is recorded on a "Daily Exceptions List" and is submitted to the Department the next day. If the resident does not respond after the initial contact and the following week the recycling at the curb continues to contain trash and or non-recyclable material, a second contact shall be made by the Contractor's designated Supervisor by visit. When no contact can be made then the Supervisor will leave a business card at the front door. The address and reason for non-collection is recorded again on a "Daily Exceptions List" and the Contractor's Supervisor will contact the Department. The Department will use the information provided by the Contractor to make contact with the resident.

4. **Quality Control.** In order to ensure only County approved recyclable material is collected, a minimum of 10% of recycling containers set-out for each route have to be visually inspected for compliance per annum as directed by the County. Inspection may be required on multiple streets. If contamination is identified, the hauler shall perform standard tagging procedures and report findings to the County on a "Daily Exceptions List". Failure to conduct these inspections will result in administrative charges.
5. **Reports.** The Contractor shall provide digital monthly reports to the Department on Recycling to include tons collected and number of units per route per day. This report shall include Multifamily Can Service customers. Reports shall be due on the 15th day following the reporting period. The Department will provide the format for the reports.
6. **Change in Scope of Residential Recycling Collection Service.** From time to time, and at the sole option of the Department, it may be necessary to modify the type of Recyclable Materials that will be included in the Recycling Collection service. The Contractor shall collect additional types of Recyclable items, which are not included as Recyclables on the Contract Date, provided that major modifications are not required to the Recycling Collection vehicles. If major modifications are required to the Contractor's Collection vehicles, the Department and the Contractor agree to enter into good faith negotiations to amend this Agreement to reflect the financial impact of any such modifications. The Contractor shall not be allowed to make a claim to the County for additional Collection vehicles or personnel due to the addition of any Recyclable Material under this paragraph.
7. **Materials Recycling Facility.** The Contractor shall deliver all Recyclable Materials collected from the Curbside Residential Collection Service area to the Lee County Materials Recycling Facility or the facility designated, in writing, by the Contract Administrator. In the event that a load of Recyclable

Materials delivered to the Materials Recycling Facility contains more than the acceptable amount of non-recyclables (residue), as decided by the Materials Recycling Facility (MRF) Operator and the Department, the MRF Operator or the Department has the right to reject the load or to charge the hauling Contractor the full disposal fee for each ton within the load or charge additional processing fees to make portions of the load acceptable to meet the established standards.

C. Curbside Residential Electronic Devices Collection Service

- 1. General Conditions and Frequency of Service.** The Contractor shall provide curbside residential Electronic Devices Collection Service for all dwelling units receiving Curbside Residential Collection Service at no additional cost than what is shown in Exhibit II. This service shall be provided on the day following solid waste collection in a non compaction vehicle. Contractor personnel shall note and place a Department approved tag/sticker with the current date on all Electronic Devices stating for the customer to leave it at the curb for collection. Contractor personnel will log all addresses that have Electronic Devices curbside to ensure next calendar day routing and collection. The Contractor shall supply the tag/sticker. This service shall be provided once every week and no less than every seven (7) days, on a scheduled route basis, as approved by the Contract Administrator (or designee). The Contractor is not required to collect a disproportionate amount of Electronic Devices from a residential dwelling unit but shall notify the County to contact the resident.

- 2. Requirements for Electronic Devices Handling and Disposal.** All materials recognized as Electronic Devices shall be removed from the Right of Way separately from all other solid waste, white goods, and recyclable materials. The Contractor shall collect Electronic Devices in a non-compacting vehicle equipped with appropriate and ancillary equipment to avoid breakage during collection. A Contractor with more than one Franchise Area is required to operate a separate collection vehicle for Electronic Device Collection for each Franchise Area. The Contractor shall collect and deliver on a daily basis all Electronic Devices collected to the Designated Facility between the hours of 8:00 am and 5:00 pm Mon. through Friday. The Contractor shall unload the Electronic Devices in a location designated by Lee County personnel. Electronic Devices shall be unloaded to minimize breakage (not to be dumped). On holidays the Contractor shall make delivery of the Electronic Devices the following business day.

D. Curbside Residential Vegetative Waste Collection Service

- 1. General Conditions and Frequency of Service.** The Contractor shall provide curbside residential Vegetative Waste Collection for all dwelling units receiving Curbside Residential Collection Service for vegetative waste generated from this property excluding Multifamily dwelling units. This service shall be provided once every week and no less than every seven (7) days, on a scheduled route basis, as approved by the Contract Administrator (or designee). Every effort shall be made to have the Vegetative Waste Collection day on one of the first three Collection days of the week.

Vegetative Waste will be separated from residential Solid Waste, unless otherwise provided in this Agreement. Palm fronds are to be picked up with Vegetative Waste as observed or reported and disposed of with Vegetative Waste. Loose palm fronds, limbs, and trunks, weighing less than fifty (50) pounds per item, are to be picked-up with Vegetative Waste. If the customer has placed an apparent, moderate amount of Solid Waste with the Vegetative Waste, the Contractor shall leave the Residential Solid Waste and collect the vegetative material scheduled for Collection that day and leave a short written notice explaining why the Solid Waste materials were left.

- 2. Containers.** All Vegetative Waste shall be collected separately from residential Solid Waste, commercial Solid Waste and Recyclable materials. All grass clippings, leaves, pine needles or other similar loose waste, which are bagged or containerized, shall be collected. Other Vegetative Waste which is no more than six (6) feet in length and under 50 pounds per item, and placed neatly at the curb in Cans, plastic bags, tied bundles or safely handled pieces, shall be collected. Up to 50 pounds of unbundled palm fronds that are placed neatly at the curb shall be collected at each residential Dwelling Unit per Collection day.
- 3. Vegetative Waste Disposal Location.** The County shall make all determinations regarding where the Vegetative Waste from residential properties is delivered. Each franchised hauler or Contractor is required to deliver a minimum of sixty (60) yards per week of mulch made from Vegetative Waste to the County's designated mulch site in their respective franchise Service Area(s).
- 4. Non-compliance Vegetative Waste.** When vegetative waste is not prepared properly for Collection, the Contractor shall provide written notification to the occupants of the residence to inform them of the problem(s) as to why the Vegetative Waste was not collected and provide them the information as to how to prepare their materials for Collection. The initial contact shall be by the Collection crew leaving a dated written notice. If the resident does not respond after the initial contact, a second contact must be made by a Contractor designated Supervisor by visit (leave business card). If after the second contact, and no intent has been made to comply, the Contractor shall

notify the Department using a daily exceptions list, listing the location(s) that does not meet the requirements for regular Collections and marking it as an unsuccessful second contact. This information will be used by the Department to contact the resident.

E. Residential Bulk Waste Collection

- 1. General Conditions and Frequency of Service.** The Contractor shall provide Collection of Bulk Waste to all residential Dwelling Units listed on the County's assessment roll as single family units at no additional cost. The Bulk Waste shall be picked-up with normal Solid Waste or by a Special Collection pick up at no additional cost. Bulk Waste can be of unlimited quantity, size or weight.

Bulk Waste that cannot be collected normally shall be collected by a Special Collection with suitable equipment for the purpose. Special Collections shall be provided at no extra charge, and shall be scheduled based on the customer's phone request, Department request, or Contractor personnel's observation or log stating that Bulk Waste was set out and could not be collected normally. Special Collections shall be scheduled and performed no later than the second working day following a request for such pickup or observation of a Bulk Waste item by the Contractor's personnel. For purposes of this paragraph, Saturday is a working day.

- 2. Acceptable Materials.** Acceptable Bulk Waste materials shall include but not limited to, oversize household Solid Waste (except white goods), furniture, mattresses, carpet, and incidental building materials (up to two cubic yards per Dwelling Unit per Collection) from household activities not requiring a building permit. Bulk Waste does not include automotive vehicles or boats, major vehicle components or liquid waste.
- 3. Disposal Location.** All Bulk Waste shall be delivered to the appropriate County approved facilities based on the characteristics of each item (e.g., certain Bulk Waste shall be delivered to the County's Waste-to-Energy and/or landfill facility).

F. Curbside Residential White Goods Collection Service

- 1. General Conditions and Frequency of Service.** The Contractor shall provide Collection of White Goods to all residential Dwelling Units listed on the County's solid waste assessment roll as "single family" Dwelling Units. The White Goods shall be Collected by a Special Collection at no additional cost. Special Collections shall be scheduled and performed no later than the second working day (including Saturdays) following a request for such pickup or observation of a White Good item by the Contractor's personnel. There shall be no weight limit for any White Good item.

- 2. Requirements for White Goods Handling and Disposal.** All materials recognized as White Goods shall be removed from the right-of-way separately from all other Solid Waste, Electronic Devices, and Recyclable Materials. White Goods that contain a refrigerant regulated by the U.S. Environmental Protection Agency or the Florida Department of Environmental Protection are to be safely collected to prevent crushing and/or puncturing. In the event a White Good item contains refrigerant or Chlorofluorocarbons (CFCs), the Contractor shall collect the item separately, in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFC's into the atmosphere, to a scrap dealer or recycler that is registered with the Florida Department of Environmental Protection to properly recycle White Goods. White goods are prohibited from landfills. The Contractor is fully responsible for the proper recycling or disposal of these items in accordance with the U.S. Environmental Protection Agency and the Florida Department of Environmental Protection requirements and guidelines. The Contractor shall notify the Department of the recycling/disposal locations utilized as the initial receiver of the White Goods.

G. Accessibility for Residential Curbside Collection Service

All Solid Waste, other than Bulk Waste, Recyclables, and Electronic Devices to be collected shall be in a Can (or an acceptable container) and shall be placed within six (6) feet of the curb, paved surface of the public road, closest safely accessible public or private right-of-way, or other such location agreed to by the customer and the Contractor that will provide safe and efficient accessibility to the Contractor's Collection crew and vehicle. The Contractor must collect as many Garbage Cans, bags or bundles as the customer sets out that are compliant. If a dwelling unit is located in such a manner as to provide non-accessibility to the Contractor's crew or vehicle, an alternative location will be arranged between the customer and the Contractor. In the cases described above or when there are obstacles to accessibility, the customer shall not be charged an extra cost for Collection services. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall designate the location for Collection.

Bulk Waste, White Goods, and Electronic Devices shall be placed by the residential customer within six (6) feet of the curb; paved surface of the public

road, closest accessible public or private right-of-way, or other such location agreed to by the Contractor that will provide a safe and efficient accessibility to the Contractor's Collection crew and vehicle. Bulk Waste, White Goods, and Electronic Devices generated from Multifamily Dwelling Units shall be placed at a location adjacent to their normal Solid Waste Container, in a Container specifically provided for such purpose, or at a location mutually determined by and acceptable to the Contractor and the customer.

When residents (as identified and approved by the Department) are physically unable to deliver Solid Waste and Recyclables to the Collection location, the materials will be placed outside the dwelling, near the garage door or side door, for Collection. A list of such Dwelling Units will be provided to the Contractor two (2) weeks prior to the Start of Service. The Contractor will not receive additional payment for this service. New requests for disability exemptions received by the Contractor shall be referred to the Department for investigation. If approved for this service, the County will notify the Contractor to start the service on the next regularly scheduled Collection day. Once each year of this Agreement, the Department will reconfirm the need for the special service. However, if the Contractor has reason to believe the service is no longer required, the Contractor shall notify the Department. The Department will notify the Contractor of the result of the investigation and whether the service is to be continued or discontinued.

H. Method of Payment

The County or its designee will be responsible for the billing and collection of payments for Residential Curbside Collection Service except as described in Section 5.A.2. Payment from the County to the Contractor for any undisputed fees and/or charges will be due and paid no later than forty-five days after receipt of an invoice from the Contractor for the Curbside Residential Collection Services. The initial Collection rate per unit per month shall be as set out in Exhibit II. This rate may be adjusted in subsequent years in accordance with Section 6.A or 6.D.

I. Hours of Collection

Scheduled days of Collection are limited to Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday. No regularly scheduled Collection is allowed on Sunday. Curbside Residential Collection Services shall be provided between the hours of 6:30 am and 6:30 pm (6:00 am and 6:30 pm on Fort Myers Beach), Monday through Friday. Dwelling units receiving Multifamily Collection Service, commercial properties and other non-residential Collection sites located adjacent to residential uses (apartments, condominiums, town houses, houses, mobile homes, etc.) shall only be collected between the hours of 6:30 am and 6:30 pm, Monday through Saturday. Businesses and institutions may be collected from

4:00 am until 10:00 pm, subject to approval or denial by the Solid Waste Department. All requests to change the days or times of Curbside Residential Collection Service must be submitted to the Department for approval.

Disposal facilities will be open a maximum of sixty (60) hours per week (e.g., 6:30 am to 5:30 pm Monday through Friday, 7:00 am to 12:00 noon Saturday), except designated holidays. Actual opening and closing times may change from time to time. If the next two Collection days following a designated holiday includes a Saturday, the disposal facility hours for the Saturday will be extended from 6:30 am to 5:00 pm. Current disposal facility hours are 6:30 am to 6:00 pm, Monday, Tuesday and Wednesday; 6:30 am to 5:00 pm Thursday and Friday; and 6:30 am to 12:00 noon on Saturday.

The Contractor shall provide Collection services on all national holidays, except Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When these stated holidays are recognized on a weekday (i.e. Monday through Friday), the schedule for Solid Waste Collection shall be "set back" by one day for the remaining days of the week following the holiday. All scheduled Collection routes shall continue in their normal order with the final day's Collection, for the week, occurring on Saturday instead of Friday.

J. Routes and Schedules

The Contractor shall submit detailed route maps (in a County approved format) to the County at least ninety (90) days prior to Start of Service. The routes will be detailed and show the area to be collected, the starting point for Collection and the exact direction of travel and order of travel through streets and alleys to be collected. Routes shall be numbered and the days of Collection specified. Whenever practical, Collection days shall be the same as provided on the Contract Date. The submitted route maps shall indicate any changes to the Collection days from the schedule that existed on the Contract Date. The County will notify the Contractor of any required changes not less than thirty (30) days prior to the Start of Service under this Agreement. Once routes are approved, starting points and direction of travel will remain the same each week unless the County approves changes.

Any subsequent changes of routing, including seasonal changes, after the Start of Service must be submitted to the County thirty (30) days prior to implementation. All such changed routes must be documented in the same detail as the original maps supplied by the Contractor. Not more than two (2) weeks, nor less than one (1) week prior to implementing any changes in routes or Collection schedules which alters the day of Collection or time of collection, the Contractor must notify each Customer affected. Notice shall be made in writing to each individual Customer.

5. COMMERCIAL COLLECTION SERVICE:

A. Multifamily Dwelling Solid Waste and Recycling Collection Services

- 1. General Conditions and Frequency of Service.** The Contractor shall provide commercial Solid Waste Collection, Recycling Collection, Electronic Devices Collection, Bulk and White Goods Collection, and disposal service to all Multifamily Dwelling Unit properties in the Service Area. This service shall be provided at a minimum of once every week and no less than every seven (7) days, unless otherwise specified by the Department, on a scheduled route basis. Multifamily Dwellings utilizing a roll-off compactor for Solid Waste Collection may be allowed less frequent collection service as determined by the Department. With the exception of Multifamily Can service, all Containers required for these Collection services shall be provided by the Contractor. Contractor shall secure a signed service agreement with Multifamily customers including recycling service prior to start of service.

The Contractor shall provide Recycling Collection service to all Multifamily Dwelling Units in the Service Area at no additional cost than what is shown in Exhibit II. Recycling Collection Service shall be provided regardless of whether or not the Dwelling Unit owner owns the property on which the Dwelling Unit resides. This service applies to all types of Multifamily Dwelling Units including but not limited to, apartments, condominium, mobile home parks, time share units and recreational vehicle parks. The Recycling Collection Containers shall be suitable for the location and service and shall approximate the same type of Collection service as is provided for Solid Waste Collection. Generally, existing 90 gallon (nominal) wheeled carts have been provided and are owned by the County. Additional and replacement 90 gallon wheeled carts, as approved by the Department, with proper labels and of sufficient quantity, shall be provided by the Contractor for properties that use central area Solid Waste Collection service (e.g. dumpsters). All such wheeled carts shall become the property of Lee County upon placing such carts into service. The Contractor shall repair/replace any damaged carts during the Term of this agreement. Other Container types such as dumpsters may also be suitable for some Multifamily Dwelling Unit properties for Recyclable Collection. All Roll Off Containers for Multi-Family dwelling recycling service may be designed for single-stream or dual stream recyclables and used where appropriate and have plastic sliding doors. Any costs to the Contractor for performing these services to Multifamily Container service customers shall be included in the fees charged by the Contractor for commercial Container Solid Waste Collection. This service shall be provided at a minimum of once every week and no less than every seven (7) days, unless otherwise specified by the Department, on a scheduled route basis. This service shall be provided for both Multifamily Can service customers and Multifamily Container service customers. All Recyclable materials collected from Multifamily Dwelling Units by the Contractor shall be delivered to the

County designated Recycling Facility. **The County shall not be responsible for any additional or sunk costs to/of the Contractor if Florida law is changed to allow Multifamily Recycling Collection Service to be open market (i.e., non-franchise).**

The Contractor shall collect Electronic Devices from one or more central locations on the customer's property. Contractor may be notified that Electronic Devices are available for collection by the customer, the Department, or by Contractor personnel. The Contractor shall schedule and collect Electronic Devices from Multifamily Dwelling units within seven (7) days of such notification. Such Electronic Devices may be collected along with similar devices from Residential Curbside Collection program. The Contractor shall collect and deliver such devices in accordance with Section 4.C.2.

Certain types of Multifamily Dwelling Unit properties may request additional Recycling Collection services such as curbside Collection in a mobile home park where central Container service is used for Solid Waste. In these cases, the County will provide Recycling Containers to the Dwelling Units and the Contractor shall provide such services at a price, not to exceed 50% of the price for Residential Curbside Recycling Collection Service as shown on Exhibit II. The Contractor shall invoice the property owner(s) for this type of service on a monthly basis.

The Contractor shall provide a monthly report to the Department that documents recycling for Multifamily Recycling Collection Service. The report shall include tons collected and number and size of recycling containers per route per day. The Contractor shall provide a monthly report indicating names and addresses of all Multifamily entities that do not have a properly executed service agreement as required by County Ordinance 07-25, the Mandatory Business Recycling Ordinance, or have been refused service due to Multifamily property non-payment for collection services. These reports shall be due prior to the 15th day of the month following the reporting month and shall be in a digital format approved by the Department.

The Contractor shall provide Bulk Waste and White Goods Collection for all Multifamily Dwelling Unit properties on a regular basis at conditions agreed to by the customer and the Contractor. The Contractor shall provide Bulk Waste and White Goods Collection for Multifamily Dwelling Unit properties at no extra charge.

The frequency of Collection of Bulk Waste and White Goods outside the Container shall be no less than once per week unless otherwise agreed to by the customer and approved by the Contract Administrator. Any disputes as to the frequency of Bulk Waste Collection shall be resolved by the Contract

Administrator. In the event Bulk Waste contains Chlorofluorocarbons, (CFC's), the Contractor shall collect the White Good item separately, in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFC's into the atmosphere, to a Florida certified Recycling facility or to a scrap dealer located in Lee County. There shall be no weight limit for any Bulk Waste item.

2. **Multifamily Can Service.** The Contractor shall provide Multifamily Can Collection service to Multifamily Dwelling Unit customers selecting Can service. The cost of this service shall not exceed the price in Exhibit II B. Collection services for Bulk Goods, Electronic Devices, and White Goods shall be the same as for Curbside Residential Collection Services as set forth in Sections 4.C, 4.E and 4.F. Garbage shall be collected separately from Curbside Residential Services and delivered separately to the Disposal Facility. Billing of all services, including disposal, shall be included and performed by the Contractor.
3. **Multifamily Container Service.** The Contractor shall provide Multifamily Container service, Recycling Collection service, Electronic Devices Collection service, White goods and Bulk Waste Collection to Multifamily Dwelling Units selecting Container service.

The Collection Container shall be of a type that can be serviced by the Contractor's Collection equipment. The storage capacity and frequency of service of the Container agreed upon by the customer and the Contractor, shall be suitable for the amount of Solid Waste generated by the customer and shall provide that no Solid Waste other than Bulk Waste be placed outside of the Container. The Contractor shall insure that container lids are closed after servicing container. Customers may change Container size and/or Collection frequency as needed or by season. The customer may either purchase the Collection Container from a source or rent such Container from the Contractor at the rental rate included in Exhibit II. The customer may choose to use a Compactor, from any source, provided that the Compactor can be serviced by the Contractor's Collection equipment. Commercial Collection Containers and Compactors shall be maintained in a serviceable, safe, and sanitary condition by the owner of the Container or Compactor. However, damage caused by the Contractor to a customer owned Container or Compactor shall be repaired at the expense of the Contractor. In the event a customer owned or contractor owned compactor is damaged or in need of repair, Contractor shall provide suitable temporary containers within 24 hours of notification, sufficient to provide uninterrupted service to customer until compactor is repaired or replaced. Gates for dumpster enclosures shall be opened and closed by Contractor personnel at no additional charge.

Roll off containers shall be provided or serviced within 24 hours of customer

request. The Contractor shall not charge the customer any additional fees for placing an empty, open roll-off Container in the same spot from which a full Container is to be collected. The Contractor shall not charge a customer an additional fee for “round trip” service whereby a roll-off type Compactor or open top Container is removed from the customer’s property, emptied at the disposal facility, and returned to the customer’s property.

The customer may request that the Contractor perform commercial Vegetative Waste Collection service and the Contractor shall provide such service at the Collection rates shown in Exhibit II. Disposal or processing costs shall be charged at the County’s then applicable processing rate and the density factor for the Vegetative Waste shall be established by the Contract Administrator. All charges for Vegetative Waste Collection and disposal shall be billed and collected by the Contractor. All Containers and Compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the Contractor’s name, phone number and size of Container.

- 4. Multifamily Electronic Device Collection Service – General Conditions and Frequency of Service.** The Contractor shall provide Collection of Electronic Devices to all residential dwelling units listed on the County’s assessment roll as Multifamily units at no additional cost. Electronic Devices from Multifamily dwellings shall be collected from one or more central locations accessible to the Contractor’s non compaction collection equipment. Such Collection shall be on a scheduled basis once every week and no less than every seven (7) days. The collection crew is not required to collect a disproportionate amount of scrapped out Electronic Devices from a central location but shall notify the County of such occurrence.
- 5. Requirements for Electronic Devices Handling and Disposal.** All materials recognized as Electronic Devices shall be removed from a central location separately from all other solid waste, white goods, and recyclable materials. The Contractor shall collect Electronic Devices in a non compacting vehicle equipped with appropriate and ancillary equipment to avoid breakage during collection. A Contractor with more than one Franchise Area is required to operate a separate collection vehicle for Electronic Device Collection for each Franchise Area. The Contractor shall collect and deliver on a daily basis all Electronic Devices collected to the Designated Facility between the hours of 8:00 am and 5:00 pm Mon. through Friday. The Contractor shall unload the Electronic Devices in a location designated by Lee County personnel. Electronic Devices shall be unloaded to minimize breakage (not to be dumped). On holidays the Contractor shall make delivery of the Electronic Devices the following business day.
- 6. Multifamily Bulk Waste Collection Service – General Conditions and Frequency of Service.** The Contractor shall provide Collection of Bulk

Waste to all residential dwelling units listed on the County's solid waste assessment roll as Multifamily units at no additional cost. Bulk Waste from Multifamily dwellings shall be collected from one or more central location(s) accessible to the Contractor's collection vehicle. Such collection shall occur once per week on a routed day with a commercial collection vehicle. Bulk Waste collected at these locations shall not be mixed with residential Bulk Waste collected curbside.

- a) **Acceptable Materials.** Acceptable Bulk Waste materials shall include but is not limited to, oversize household Solid Waste (except white goods), furniture, mattresses, carpet, and incidental building materials (up to two cubic yards per Dwelling Unit per Collection) from household activities not requiring a building permit. Bulk Waste does not include automotive vehicles or boats, major vehicle components or liquid waste.
- b) **Disposal Location.** All Bulk Waste shall be delivered to the appropriate County approved facilities based on the characteristics of each item (e.g., certain Bulk Waste shall be delivered to the County's Waste-to-Energy and/or landfill facility).

7. **Multifamily White Goods Collection Service – General Conditions and Frequency of Service.** The Contractor shall provide Collection of White Goods to all residential dwelling units listed in the County's solid waste assessment roll as Multifamily units at no additional cost. White Goods from Multifamily dwelling units are collected at one or more central locations accessible to the Contractor's collection vehicle. Such collection shall occur once per week and no less than every seven (7) days. For the purpose of this service, Saturday is considered a collection day.

8. **Requirements for White Goods Handling and Disposal.** All materials recognized as White Goods shall be removed separately from all other Solid Waste, Electronic Devices, and Recyclable Materials. White Goods that contain a refrigerant regulated by the U.S. Environmental Protection Agency or the Florida Department of Environmental Protection are to be safely collected to prevent crushing and/or puncturing. In the event a White Good item contains refrigerant or Chlorofluorocarbons (CFCs), the Contractor shall collect the item separately, in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFC's into the atmosphere, to a scrap dealer or recycler that is registered with the Florida Department of Environmental Protection to properly recycle White Goods. White goods are prohibited from landfills. The Contractor is fully responsible for the proper recycling or disposal of these items in accordance with the U.S. Environmental Protection Agency and the Florida Department of Environmental Protection requirements and guidelines. The Contractor shall notify the Department of the recycling/disposal locations utilized as the initial

receiver of the White Goods.

B. Business and Institution Solid Waste Collection Service

- 1. General Conditions and Frequency of Service.** The Contractor shall provide commercial Solid Waste Collection and disposal to all commercial properties in the service area. The Contractor shall provide Bulk Waste and White Goods Collection for business and institution customers at terms and conditions agreed to by the customer and the Contractor.

This service shall be provided at a minimum of once every week or every seven (7) days, unless otherwise specified by the Department, on a scheduled route basis. Request for extra service must be accomplished within 24 hours of customer request. Waste from businesses that prepare and serve food shall be collected a minimum of twice per week on a scheduled basis, unless collected in a closed Compactor type Container.

The Contractor shall secure a signed service agreement with commercial customers specifying service requirements, including recycling services, prior to start of service. Contractor shall enter all service agreement information into a database in an acceptable format and provide to the County. This database is to be updated monthly and available to Lee County upon request.

- 2. Containers.** The commercial Collection Container shall be of a type that can be serviced by the Contractor's Collection equipment. The customer may either purchase the commercial Collection Container from a source or rent such Container from the Contractor at the rental rate included in the Exhibit II. Containers must be delivered within two (2) business days of receiving a signed service agreement. The storage capacity and frequency of Collection of the Container shall be suitable for the amount of Solid Waste generated by the customer and shall provide that no Solid Waste other than Bulk Waste be placed outside of the Container. The Contractor shall insure that container lids are closed after servicing containers. Customers may change Container size and/or frequency of service as needed or by season. If the customer utilizes a Commercial Can, the Commercial Can(s) must have a maximum capacity of 95 gallons, nominal. The customer may choose to use a Compactor, from any source, provided that the Compactor can be serviced by the Contractor's Collection equipment. Commercial Collection Containers and Compactors shall be maintained in a serviceable and safe condition by the owner of the Container or Compactor. The Contractor shall be responsible for sanitizing the

containers or compactors. Damage caused by the Contractor to a customer owned Container or Compactor (other than normal wear) shall be repaired at the expense of the Contractor. In the event a customer owned or contractor owned compactor is damaged or in need of repair, Contractor shall provide suitable, temporary containers within 24 hours of notification, sufficient to provide uninterrupted service to customer until compactor is repaired or replaced. Gates for dumpster enclosures shall be opened and closed by Contractor personnel at no additional charge. All Containers and Compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the Contractor's name, phone number, size of Container, and the Customer's name (where multiple customers containers are in the same proximity).

The Contractor shall have a written procedure, approved by the contract administrator, for dealing with blocked containers.

The Contractor shall not charge the customer any additional fees for placing an empty, Compactor or open type roll-off Container in the same spot from which a full Container is to be collected. The Contractor shall not charge a customer an additional fee for "round trip" service whereby a roll-off Compactor is removed from the customer's property, emptied at the disposal facility, and returned to the customer's property.

C. Commercial Vegetative Waste Collection Service

The Contractor shall provide commercial Vegetative Waste Collection services to all commercial entities desiring this service. Collection of Vegetative Waste from commercial entities is optional and shall be established based on the special needs of the commercial customers. Collection of Vegetative Waste from commercial customers shall not be exclusive to the Contractor.

D. Business and Institution Recycling Collection Service

1. General Conditions. The Contractor shall provide Commercial Recycling Collection Service to all commercial Customers requesting such service for service fees as shown in Exhibit II. This service shall be a minimum of once every week and no less than every seven (7) days, unless otherwise specified by the Department, on scheduled route basis. All containers required for these collections shall be provided and maintained by the Contractor. Ninety gallon Recycle Containers are to be a different color from solid waste containers. The Contractor shall provide Commercial Recycling Collection Services for all Recyclable Materials that are accepted and processed at the Lee County Recycling Facility.

The contractor must provide appropriate container(s), as requested, such that

the Commercial customers may place all fiber products (e.g., cardboard, newspaper, office paper, magazines, etc.) in any single type of Contractor provided fiber recycling container, including front-end-load containers and the Contractor shall collect these materials. A similar provision must be made for co-mingled recyclable containers (e.g. bottles and cans). The Contractor-provided containers are to be appropriately labeled.

Containers used by the Contractor for commercial business recycling shall be clearly designated and labeled separately from equipment used for commercial Solid Waste Collections.

This Agreement does not exclude other private enterprises from conducting commercial recycling collection service in the service area. The Contractor shall not interfere with other private commercial recycling haulers providing recycling services to customers in the service area.

County Ordinance 07-25, the Mandatory Business Recycling Ordinance, requires businesses and institutions to provide a system for the collection of Recyclables. Selection of a Recyclable collection service provider is at the option of the customer. Should the customer select the Contractor for this service, service should be established based on the needs of the commercial customer and the requirements of the Mandatory Business Recycling Ordinance. Within thirty (30) days of establishing a new commercial recycling account, the Contractor will review the Solid Waste Container size and service needed by the Recycling customer. The Department will assist the Contractor and customers in determining the optimum Recycling methods.

This Agreement does not require the Contractor to deliver recyclables collected from businesses or institutions to the County's Material Recycling Facility (MRF). This Agreement does require the Contractor to provide Commercial Recycling Collection Service to businesses and institutions. However, if the Contractor elects to collect and/or mix recyclables from businesses and/or institutions with Multifamily or Residential curbside recyclables, the Contractor shall deliver the recyclables to the Lee County Materials Recycling Facility. This collections service shall include the collection of all of the same types of recyclables that the County accepts at the County's MRF.

2. **Ownership.** Notwithstanding any other provisions of this Agreement, a business/institutional generator of Recyclable Materials retains ownership of those materials until it donates or sells, or contracts for the donation or sale of those materials to another person or entity. Nothing in this Agreement shall prevent a person or entity engaged in the business of Recycling, whether for profit or nonprofit, from accepting and transporting source separated Recyclable Materials from such generator. Provided however, that such

activities are subject to applicable state and local public health and safety laws, and provided that the transporter must report such information to the County as may be necessary for the documentation of state mandated recycling or reduction goals.

- 3. Goals.** It is the responsibility of the Contractor to reasonably assist the County in promoting and facilitating the provisions of County Ordinance 07-25, the County's Mandatory Business Recycling Ordinance.
- 4. Reports.** The Contractor shall provide a monthly report to the department that documents all commercial solid waste and recycling activities to include changes in service, i.e. new customers, closed businesses, increases/decreases in services, customer contact information, etc. All changes in service shall be updated by the Contractor in its database each month prior to submitting data to Lee County. Lee County will provide the procedures and format (Excel) for required reporting. Report is due on the 7th day of the month following the reporting month. The contractor shall establish a separate billing code to invoice the ADF (Advanced Disposal Fee) to customers not in compliance with the Mandatory Recycling Ordinance. Lee County will provide the Contractor a list of non compliant customers each month to be assessed the ADF.
- 5. Disposal or Processing Cost.** The Contractor shall not collect, from a business or institution any fees or charges for processing or disposal of Recyclable Materials unless such fees are specifically approved, in writing, by the Contract Administrator.
- 6. Advance Disposal Fees (ADF).** The Contract Administrator will routinely notify the Contractor regarding businesses or institutions that are not in compliance with the Mandatory Business Recycling Ordinance. The identified non-compliant businesses or institutions may be invoiced monthly by the Contractor for the Applicable ADF as defined and established by County Ordinance 07-25 and as directed by the Contract Administrator. The Contractor will discontinue invoicing a customer's ADF when it becomes known to the Contractor that a customer is in compliance with County Ordinance 07-25.

E. Method of Payment

Payment for commercial Solid Waste Collection and disposal, Recycling Collection, and Advance Disposal Fees shall be made by the customer directly to the Contractor. The customer shall be billed by the Contractor based on the quantity of waste collected and the frequency and type of service rendered. The rates charged by the Contractor shall be based on the pricing shown in Exhibit II for commercial properties. Charges for all services related to and for the purpose

of commercial Recycling Collection shall not exceed rates established and shown in Exhibit II. If the Contractor stops service due to nonpayment, the Container shall be pulled immediately (if owned by the Contractor) and the Department shall be notified promptly. All "stopped service" events shall be investigated and documented by the Contractor, and must include a site visit, prior to the notification to the Department. Commercial containers shall be redelivered within 24 hours of receipt of payment. All charges and payments shall include disposal costs. Disposal costs shall be a "pass-through" to Lee County and not be considered revenue to the Contractor.

The Contractor shall keep residential and commercial waste separate for purposes of disposal. The Contractor shall pay for all commercial waste disposed separately from residential in accordance with Section 6. Commercial Disposal Costs will be part of the service charge billed by the Contractor and paid by the commercial customer. The Contractor shall pay for all Solid Waste disposal costs incurred for disposing of commercial Solid Waste at the designated disposal facilities. All commercial waste shall remain separated from residential waste in transfer stations and Collection vehicles until after it has been weighed and categorized at an approved scale facility.

F. Hours of Collection

Refer to Section 4.I.

G. Routes and Schedules

Refer to Section 4.J.

H. Customer Agreement and Disclosure of Rates

The Contractor shall require a commercial customer to enter into an agreement for Collection, disposal and/or recycling services. Any such agreement shall clearly state the terms and conditions for such services and all terms and conditions shall conform to the requirements of this Agreement. Any agreement for commercial Collection, disposal and/or recycling service shall not have a term that exceeds the Term of this Agreement nor shall any such agreement include charges for services that exceed the charges set forth in Exhibit II (or as adjusted). The document (service agreement) for commercial Collection, disposal and/or recycling services shall be approved by the Contract Administrator at least seventy-five (75) days prior to the Start of Service Date. Service agreements shall have wording for and a customer sign-off space in the event a customer does not

elect recycling service with the Contractor. The Recycling collection service provider is to be determined and recorded by the Contractor when executing a service agreement. All such executed agreements shall be available for review by the County throughout the Term of this Agreement. By October 1st of each year of this Agreement, the Contractor shall provide each commercial customer an annual disclosure statement, with a copy retained by the Contractor and available for review by the Department, that includes the following language:

"REGULATION BY LEE COUNTY"

The terms and conditions of this Commercial Solid Waste and Recycling Collection Service Agreement is regulated by a franchise granted by Lee County. Should the customer have any questions relating to the terms and conditions of this Service, the customer may call the County Contract Administrator at (239) 533-8000.

"COMMERCIAL COLLECTION CONTAINERS"

The commercial collection container shall be of a type that can be serviced by the Contractor's collection equipment. The customer may either purchase the commercial collection container from any source or rent such container from the Contractor at the rental rate as approved by the County. If the customer chooses to use a Compactor, the customer may rent, lease or own the Compactor from any source, provided that the Compactor can be serviced by the Contractor's collection equipment. Commercial collection Containers and Compactors shall be maintained in a serviceable, safe, and sanitary condition by the owner of the Container or Compactor. However, damage caused by the Contractor (other than normal wear) to a customer owned Container or Compactor shall be repaired at the cost of the Contractor.

"SPECIAL SERVICES"

If the customer requests, the Contractor is required to provide special services for collection of solid waste such as rolling Containers out of storage areas, opening doors or gates for access, or other such special services. However, such special services may be provided by the customer, through its own or other personnel. If the Contractor provides special services, such charge must be separately stated under the "RATES FOR SERVICES" disclosure statement. The maximum for these special service rates is fixed by Lee County. A copy of these rates can be obtained from the Contractor or Contract Administrator.

RATES FOR SERVICE"
 October 1, (year) - September 30, (year)

Name of Contractor

Name and Address of Customer

The total RATES for this Commercial Solid Waste and Recycling Collection Service are as follows:

Number of Containers	Size	Frequency	Type	Collection Cost	Disposal Cost	Special Service	Container Rental	Total

Total Monthly Cost:

*There is no charge for the processing of Recyclable Materials

THESE SERVICES ARE PROVIDED UNDER A FRANCHISE AGREEMENT REGULATED BY LEE COUNTY. SHOULD YOU HAVE ANY QUESTIONS RELATING TO THESE RATES, PLEASE CALL CUSTOMER INFORMATION SERVICES AT (Insert Contractor's phone number).

The "RATES FOR SERVICES" statement shall incorporate or have attached a rate schedule which specifies the Contract Collection Rate based on size of container and frequency of service; TYPE indicating whether the Container is for Solid Waste or Recycling, DISPOSAL based on a cost per cubic yard; CONTAINER RENTAL expressed in a monthly flat rate based on the size of the Container; and the cost per month for each SPECIAL SERVICE REQUIRED BY THE CUSTOMER. The notification shall specify the size of Container and frequency of collection of each Container for each business, distinguishing between Solid Waste and Recycling Collection service. The notification shall specify in which Service Area the business is located. The notification shall itemize each cost individually. A sample notification shall be approved by the Contract Administrator or his designee before distributing to the customer.

6. CHARGES, RATES, PAYMENTS, DISPUTES, AND INTEREST RATES:

A. Solid Waste and Recycling Collection Rate Adjustments

For all Collection services, the charges shall be initially based on the rates established in Exhibit II, and as subsequently adjusted pursuant to this Agreement. The Contractor may receive an annual adjustment in the Curbside Residential Solid Waste Collection Service, Commercial Recycling Collection Service, Commercial Solid Waste Collection Service and Curbside Residential Recycling Collection Service rates, beginning 12 months after the Start Of Service Date.

The Contractor may request a rate increase from the County equal to the change in certain indices, compared to the previous 12 months as shown below, or another amount. Any request for a rate adjustment by the Contractor shall include substantial proof and justification, as determined by the Department, to support the need for a rate adjustment. Additional information may be required by the Department.

Standard Rate Adjustment Methodology:

For the first potential adjustment period:

$$AF = 0.875 \times \frac{CPI\ New}{CPI\ Old} + 0.125 \times \frac{FI\ New}{FI\ Old}$$

Where, AF is the Adjustment Factor, CPI New is the average of the 12 monthly CPI indices (months March 2015 through February 2016), CPI Old is the CPI index for January 2015, FI New is the average of the 12 monthly FI indices (months March 2015 through February 2016), FI Old is the FI index for January 2015.

For the second through sixth potential adjustment periods:

$$AF = 0.875 \times \frac{CPI\ New}{CPI\ Old} + 0.125 \times \frac{FI\ New}{FI\ Old}$$

Where AF is the Adjustment Factor, CPI New is the average of the 12 monthly CPI indices (months March through February recent year), CPI Old is the average of the 12 monthly CPI indices (months March through February, previous annual period), FI New is the average of the 12 monthly FI indices (months March through February most recent year), FI Old is the average of the 12 monthly FI indices (months March through February, previous annual period).

CPI is the Consumer Price Index Urban Wage Earners and Clerical Workers (Series ID CWUR0300SAO, Area: South Urban, Item: All Items) as published by the US Department of Labor.

FI is the Fuel Price Index, "Gulf Coast No. 2 Diesel Ultra Low Sulfur Retail Sales" monthly average (EMD EPD2DXLOPTER30CPG) as published by the Energy Information Administration of the US Department of Energy.

The County will normally provide a notice of approval or denial of all or part of the requested rate adjustment before August. No change in rates or the Payment Schedule shall be made without the approval of the County Board of Commissioners. Annual rate adjustments shall be effective the following October 1, unless otherwise mutually determined by the County and the Contractor.

B. County's Obligation - Billing, Collection, Payments

1. The County will be responsible for the billing and Collection of payments for those units included in the County's mandatory Curbside Residential Solid Waste, Recycling, and Vegetative Waste Collection programs. The County shall make monthly payments in arrears to the Contractor for these Services provided pursuant to this Agreement. The Contractor shall submit its invoice for Residential Solid Waste and Recycling Collection Services to the County for each preceding calendar month no later than the tenth (10th) day of each calendar month. Each element necessary to calculate the service fee and any other payment due to the Contractor pursuant to this Agreement shall be reflected in such invoice. The County shall pay the Contractor all undisputed service fees and any other undisputed payment within thirty (30) days of receipt of such invoice. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the County collects from customers for such service.

On or before October 1, and before commencement of work by the Contractor

under the terms of this Agreement, the County shall provide to the Contractor the estimated total number of units to be serviced. Thereafter and for the duration of this Agreement, the County shall notify the Contractor of new residential units to be served and/or deleted and payments will be adjusted accordingly. New Dwelling Units which are added for service during the County's Fiscal Year will be added to the customer service list and payment will be paid by the County to the Contractor in the Contractor's monthly payment. Payment will begin for the month following the month in which the Certificate of Occupancy was issued, or verification of the beginning of actual service, whichever is later. The payments from the County to the Contractor for units added by Certificate of Occupancy will only be made if the Dwelling Units are included in the Contractor's monthly invoice to the County. After the first partial year, the Dwelling Unit becomes part of the total number of the subsequent year's total number of units, provided annually to the Contractor on or before October 1.

2. In the event the Contractor provides service to Dwelling Units whose parcels were not included on the annual assessment roll provided by the County, the Contractor must provide a written list of such Dwelling Units to the Contract Administrator within 90 days receipt of the assessment roll. Upon receipt of such written list by the County, the Contract Administrator will verify the customer address and that service to the unit is proper within 30 days, and if proper, shall remit monthly payments to the Contractor for such service effective as of the month following the Contractor's notice, or the date service began, whichever is later. If the County has not received notification within 90 days by the Contractor, no adjustments to payment will be made until the next Fiscal Year annual roll is certified for the same units. However, the County reserves the right to correct any errors of omission or commission per the laws and rules that govern the County. In the event the County pays the Contractor for a residential unit in error for whatever reason, the Contractor shall notify the Contract Administrator. Upon determination of any overpayment, the Contract Administrator will verify the error and make appropriate adjustment to the Contractor's payment to correct the error.

In the event that a new County Designed Facility opens Lee County during the term of this Agreement, negotiations will occur to reduce the rates, Exhibit II, to reflect the reduction in hauling distances due to the additional Facility(ies), as appropriate.

C. Solid Waste Disposal Costs

Collection service costs and Solid Waste disposal costs shall be treated separate for the Solid Waste Collection services being provided pursuant to this Agreement. The Contractor's payments for Collection are set out in Exhibit II. Residential disposal costs will be part of the special assessment billed on the Lee

County Tax Bill by the Tax Collector's Office, except as otherwise provided in this Agreement. Commercial Disposal Costs will be added to commercial Collection costs billed by the Contractor and paid by the commercial Customer as a "pass-through" to the County. The Contractor shall pay the Department for all commercial Solid Waste disposal costs incurred at the designated disposal facilities or invoiced to commercial customers. The Contractor will be invoiced by the Department, monthly, for the commercial disposal costs based on the greater of 1) disposal tonnage from commercial Collection vehicles, or 2) all commercial disposal costs invoiced to commercial customers. Within 30 days from the end of each month, the Contractor will submit a monthly "true-up" statement (sample format in Exhibit VI) comparing monthly disposal costs paid to the Department and disposal charges invoiced to commercial customers (refer to Section 6.I). All residential waste shall remain separated from commercial waste at transfer stations and in vehicles until after that waste has been weighed and categorized. Disposal costs shall be payable to the County within thirty (30) days after receiving the County's invoice for such fees. A late charge of 1% of the amount due shall be calculated monthly until payment is received.

D. Extraordinary Rate Adjustment

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary or unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator such as could result from a change in law. The Contractor's request shall contain substantial evidence and justification, as determined by the Contract Administrator, to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, all information as may be reasonably necessary in making its determination. The County Board may approve or deny the request, in whole or in part, after receipt of the request and all supporting information required by the County.

E. Franchise Fee

To compensate the County for the cost of administration, supervision and inspection rendered for the effective performance of this Agreement, as well as other costs related to the Collection of Solid Waste and Recycling, the Contractor shall pay to the County a fee of five and one-half percent (5.5%) of the total of all charges invoiced, whether collected or not, arising out of any services or operations conducted in the Service Area pursuant to this Agreement except charges for Commercial Disposal Cost, and Advance Disposal Fees as defined by County Ordinance 07-25.

A statement reporting invoiced amounts for services provided under this Agreement shall be prepared by the Contractor in accordance with Generally Accepted Accounting Principles for each month. This monthly statement shall be

submitted no later than thirty days following the last day of the reporting month, and shall be in the format shown in Exhibit VI, or as may be revised by the Department.

Solid Waste disposal costs paid by the Contractor to the County pursuant to this Agreement shall be deducted from the gross invoiced charges total prior to applying the 5.5% for calculation of the franchise fee owed to the County. Franchise fees shall be payable within thirty (30) days after receiving the County's invoice for such fees. A late charge of 1% of the amount due for the Franchise fee shall be calculated monthly until payment is received.

For Service Area One (1), two statements shall be required, one for the incorporated area of the Town of Ft. Myers Beach and one for the incorporated area of the City of Bonita Springs.

F. Advance Disposal Fees

An Advance Disposal Fee may be invoiced by the Contractor to all business customers that fail to comply with the requirements of County Ordinance 07-25, the Mandatory Business Recycling Ordinance, as directed by the Contract Administrator. To compensate the Contractor for the cost of administering such invoices, the Contractor will pay the County ninety percent (90%) of all Advance Disposal Fees invoiced, whether collected or not, and retain ten percent (10%).

G. Interest on Overdue Payments

All payments to be made by either party under this Agreement that are outstanding after the applicable due date, shall bear simple interest at the maximum rate permitted by State law, if applicable, or at the prime rate of The Chase Manhattan Bank, N.A., whichever rate is lower, unless specifically established elsewhere in this Agreement.

H. Invoice or Payment Disputes

If any Party shall dispute an amount owing to the other Party, such Party shall: (i) give notice to the other Party of such disputed amount together with sufficient information to allow the other Party to understand the nature of the dispute and deliver such notice on or before the due date of the amount disputed; and (ii) pay all undisputed amounts on the due date. Interest at the rate specified in Section 6.G, or as specifically established for such item so disputed, shall accrue from the original due date on disputed amounts, or the portions thereof, to the Party which is ultimately determined to be entitled to such disputed amount (or any portions of such disputed amounts).

I. True-Up Statement

No later than thirty (30) days after the end of each reporting month, the Contractor shall submit a monthly commercial disposal “True-up Statement” report related to franchise services in a format approved by the Department. This report shall indicate and compare monthly disposal amounts paid to the Department and disposal charges invoiced by the Contractor to commercial customers related to franchise services within the reporting month. All disposal charges invoiced by the Contractor and not already paid to the County, as indicated by the report, shall be invoiced to the Contractor by the Department and shall be due within 30 days from the date of the invoice. If the “True-up Statement” report is not received as required above, the Department may charge a late fee of 1% per month and an administrative charge as shown in Section 19 herein. Likewise, the “True Up Statement” shall include a similar accounting record of Advanced Disposal Fees (as defined by County Ordinance 07-25) and the County shall invoice the Contractor for any outstanding or unpaid ADFs owed by the Contractor.

J. Commercial Customers Statement

No later than thirty (30) days after the end of each reporting month, the Contractor shall submit a (monthly) commercial customer billing/invoicing data report. This report shall include a listing and summary of the commercial customer’s billing/invoicing and services information and shall be in a digital format that can be accessed, read and summarized by the County’s software (Microsoft Access or Excel). This report shall include quantity, frequency, disposal, collection fee, container type, etc. and be constructed in a format approved by the County.

K. Information and Documents

The Contractor shall file and keep current with the County all documents and reports required by this Agreement. By September 1st of each year this Agreement is in effect, the Contractor shall ensure and certify to the County that all required documents such as, but not limited to, certificates of insurance, audits, performance bond or letter of credit, route schedule and maps, drivers license certifications, and list of Collection equipment vehicles, are current and on file with the County. Route maps shall be provided in a format as approved by the County. Failure to file any document or report within five (5) working days of the required filing date, except where granted an extension by the Contract Administrator, may result in the levy of an administrative fine as provided in Section 19.

7. **HOLIDAYS:**

The Contractor shall provide Collection services on all national holidays, except Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When these stated holidays occur on a weekday (i.e. Monday through Friday), the schedule for Solid Waste, Vegetative Waste and Recyclables Collection shall be "set back" by one day for the remaining days of the week following the holiday. All scheduled Collection routes shall continue in their normal order with the final day's Collections, for the week, occurring on Saturday instead of Friday. The regular Collection schedule will then commence normally on the Monday following each Holiday week.

8. **SPECIAL SERVICES:** Rates charged for Special Services may not exceed the special service rates as listed in Exhibit II. In the event the requested special service is not included within Exhibit II, the Contractor may negotiate with the customer for the rate. Upon failure of the parties to reach an agreement on the rate, the Contract Administrator shall establish the rate. The Contractor shall be responsible for billing and collection of payment for all Special Services. Rates charged for Special Services are not subject to adjustment for the term of the agreement.

9. **PUBLIC AWARENESS PROGRAM:** It shall be the Contractor's responsibility to provide written information to those customers who do not prepare or set out their Solid Waste or Recycling Materials as specified within this Agreement. All information related to the Solid Waste services shall be approved by the Department prior to the preparation of the documents for distribution. No information regardless of the source shall be provided to the Customers without the prior approval of the Contract Administrator. The County may distribute literature to all residential customers. Once a year, the Contractor shall reimburse the County for postage, printing, and other distribution costs, not to exceed \$0.60 per unit per year

The Contractor shall include in its commercial customer invoices a one page information sheet provided by the County twice per year. Such information sheets shall be mailed separately to customers receiving electronic invoices.

10. **MANNER OF COLLECTION:** The Contractor shall collect Residential Solid Waste, Vegetative Waste, Electronic Devices, and Recyclable Materials and Commercial Solid Waste, Recycling and Vegetative Waste with as little disturbance as possible and shall leave any receptacle at the same point it was collected provided it does not block access to a driveway or mailbox. The Contractor shall exercise due care and diligence in the Collection process. Every effort shall be made to prevent spilling, scattering or dropping materials during the Collection process. However, in the event that material is spilled, scattered or dropped, the Contractor shall immediately clean up the material, place it in the Container and then empty the Container. Containers must be replaced in a vertical position. If the Container falls over, the Contractor must immediately reset the Container.

Any Garbage Can, Container or Recycling Container damaged by the Contractor shall be

replaced by the Contractor within three (3) business days at no cost to the customer, unless otherwise provided within this Agreement. The replacement must be similar in style, material, quality and capacity and must meet the County's requirements for Garbage Cans or Containers. Throwing of any Garbage Can, Container or Recycling Container is prohibited. The Contractor shall neatly re-place the Container, Recycling Container or Garbage Can to the point of Collection.

Any Property Damage caused by the Contractor's employees, agents, or subcontractors shall be reported to the Contract Administrator within four (4) hours of the incident.

11. PERSONNEL OF THE CONTRACTOR:

- A.** The Contractor shall assign a sufficient number of persons to be in charge of the operations within the service area and shall give the name(s) of the person(s) and contact phone numbers to the Contract Administrator.
- B.** The Contractor shall employ separate field supervisors for residential collection services in each service area. The Contractor shall employ one or more field supervisors specifically for commercial collection services. Such supervisors shall maintain a work schedule during all normal workdays, i.e., M-F. Supervisors shall not be utilized as Collection vehicle drivers. New organizational charts shall be supplied when requested or when changes to personnel are made.
- C.** The Contractor's Collection employees shall wear a uniform shirt clearly identifying the company's name, during Collection operations. Temporary employees or subcontracted employees performing collection service shall wear a safety vest that clearly displays the Contractors name.
- D.** Each driver of a Collection vehicle shall at all times carry a valid Florida driver's license classification for the type of vehicle that is being driven.
- E.** Contractor shall develop and maintain a "Customer Service Manual" summarizing contract requirements related to all collection and business services. A copy of such manual shall be provided to the County for review at least annually.
- F.** The Contractor shall provide operating and safety training for all personnel. County staff shall be allowed to train Contractor personnel on Solid Waste programs and work with Contractor's personnel in the field.
- G.** The Contractor's employees shall treat all customers in a polite and courteous manner. Threatening of customers or warning customers of fines and penalties is prohibited.

- H. The Contractor shall provide emergency contact phone numbers including office, home, cellular and e-mail addresses for all key personnel.
- I. The Contractor shall employ in the local business office at least one (1) full-time employee as a sales/business representative exclusively assigned to business and Multifamily customers for this Service Area.
- J. The Contractor shall employ at least one full-time customer service representative per 8,000 residential units exclusively for this Service Area.
- K. The Contractor shall assign at least one full-time employee for delivering, repairing, and maintaining contractor owned/provided Containers and county owned recycling containers exclusively for this Service Area.

12. SPILLAGE:

The Contractor shall not litter nor cause any spillage to occur upon the premises, roadway, the right-of-way or the receiving facilities wherein the Collections occur and the materials collected are deposited. During hauling, all Solid Waste, Vegetative Waste and Recyclable Material shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage or leakage by the Contractor, for any reason or source, the Contractor shall promptly (within 8 hours) clean up all spillage and leakage at no cost to the County or the customer. The County shall be notified of hydraulic spills within two (2) hours of occurrence. If the Contractor can prove that responsibility for the litter or spillage was caused by a third party, and no other recourse for reimbursement exists, the County will reimburse the Contractor for the audited additional clean-up costs.

13. SOLID WASTE AND MATERIAL RECYCLING FACILITIES:

The County shall make all determinations regarding where Solid Waste, Vegetative Waste and Recyclables are delivered. All Residential Solid Waste, Commercial Solid Waste, Residential Vegetative Waste, Residential Recyclable Material, and Electronic Devices shall be hauled to a site or facility designated to the Contractor by the Contract Administrator. The Contractor's personnel and subcontractors shall adhere to all rules and regulations at the designated disposal and processing facilities and shall be responsible for any damage due to negligence.

Commingling of Waste: It is prohibited to comingle waste material from other municipalities or other Service Areas with waste materials collected in this Service Area unless otherwise authorized by the Contract Administrator in writing.

All routing, Collection scheduling, equipment and personnel are to be planned and priced based on delivery/disposal at the following sites and in accordance with County and State Laws:

Recyclables -- Lee County Materials Recycling Facility (MRF) on Buckingham Road. Business and Institution recyclables also accepted.

Electronic Devices – Lee County Solid Waste Division Annex on Topaz Ct., Ft. Myers, FL.

Vegetative Wastes -- The County's Processing Site on Buckingham Road. The Contractor shall deliver 60% of the vegetative waste (MSW) collected in its franchise area during 10 weeks of each County fiscal year to the Lee/Hendry Landfill in Felda, FL, as designated and directed by the Contract Administrator.

Municipal Solid Waste (non-hazardous, non-infectious) -- Lee County Resource Recovery Facility on Buckingham Road, as directed by the Contract Administrator. The Contractor shall deliver 60% of the municipal solid waste (MSW) collected in its franchise area during 10 weeks of each County fiscal year to the Lee/Hendry Landfill in Felda, FL, as designated and directed by the Contract Administrator.

Construction and Demolition Debris – Lee County Resource Recovery Facility on Buckingham Road and/or the Lee/Hendry Landfill. Any licensed, permitted disposal/recycling facility as authorized by the State to provide such services.

Designated Facilities may change from time to time, and the Contractor or County may be compensated for permanent changes in designated Disposal/Recycling Facilities, which significantly lengthen or reduce, respectively, the average travel distance from the Service Area.

14. COLLECTION EQUIPMENT:

The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform the contractual duties specified in this Agreement. Upon execution of this Agreement and annually thereafter, the Contractor shall provide, in a format specified by the Contract Administrator, a list of the equipment to be used by the Contractor to provide services relating to this Agreement. Solid Waste and Recycling Collection equipment shall be of the enclosed loader packer type, or other equipment that meets industry standards and is approved by the Contract Administrator, unless otherwise provided within this Agreement. All Equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. The County has the right to inspect collection equipment during collection routes. Equipment utilized for Collection of Recyclable Materials shall be clearly identified for that purpose. The Contractor shall have available reserve equipment that will be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. If the public road or public right-of-way in the Service Area is substandard, as specifically designated by the Contract Administrator, in writing, the

Contractor must provide lightweight equipment to service these roads (i.e., gross vehicle weight not to exceed 15 tons). Service on these substandard roads shall be a minimum of one combined Solid Waste and Vegetative Waste Collection and one separate Recycling Collection per week. In the event that Solid Waste designated to be disposed of at the Resource Recovery Facility has to be disposed of at the a landfill, the Contractor shall make arrangements to keep tires separated from other Solid Waste.

The Contractor's vehicles, roll-off Containers, dumpsters and other equipment must be clearly identified with the name, phone number of the company's local office and equipment number on each side of the equipment and the equipment identification number shall also be on the front and rear of each vehicle. The Contractor shall allow commercial customers to select either top loading or side loading 6 and 8 cu. yd. dumpsters and shall provide the type requested by the commercial customer. All vehicles utilized for the Collection of Recyclable Material shall be clearly identified for that purpose. Letters and numbers shall be at least six (6) inches high and of proportionate width unless otherwise approved by the Department. This identification shall be affixed to each vehicle and piece of equipment. The Contractor shall provide a list of equipment used in the service area, including equipment number. All vehicles shall be kept clean (i.e., washed at least once per week), in sanitary condition, good repair and meet community standards of appearance at all times. The County shall be the sole judge of community standards of appearance. At a minimum, all Compactors, and other Contractor owned Containers are to be cleaned (washed) and sanitized as needed or when requested by the County, or at least twice annually. The noise level for the Collection vehicles during the stationary compaction process shall not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet from the Collection vehicle and at an elevation of five (5) feet from the horizontal base plane of such vehicle. All vehicles, Containers (except roll-offs), transfer trailers, etc. shall have enclosed tops and such tops and/or tarps shall remain closed while a vehicle is in motion.

15. VEGETATIVE WASTE:

All Vegetative Waste shall be collected separately from Solid Waste and Recyclable Materials unless otherwise provided in this Agreement. For Curbside Residential Collection Service, all grass clippings, leaves, pine needles or other similar loose waste shall be bagged or containerized, otherwise, Vegetative Waste must be no more than six (6) feet in length, with the exception of palm fronds and Christmas trees, and under 50 pounds per piece and placed neatly at the curb. Vegetative Waste consisting of limbs, bushes, or other similar items shall be bundled and tied, or containerized. Up to 50 pounds per Dwelling Unit per Collection of unbundled palm fronds may be placed neatly at curbside for Collection.

16. SPECIAL WASTE, HAZARDOUS WASTE, BIOHAZARDOUS OR BIOMEDICAL WASTE AND SLUDGE:

The Contractor shall not be required to collect and dispose of Special Waste, but may

offer such service in the Service Area. All such Collection and disposal for those types of waste in this Section are not regulated or exclusive under this Agreement, but if provided by the Contractor shall be in strict compliance with all federal, state and local laws and regulations.

17. OFFICE AND EQUIPMENT YARD:

The Contractor shall maintain an office within Lee County where questions and complaints will be received. It shall be equipped with sufficient phone lines (no less than five per service area) and phone equipment, and shall have responsible persons in charge during Collection hours and shall be open during normal business hours, 7:30 a.m. to 5:00 p.m., Monday through Friday and 7:30 am to 12 pm on Saturday. In addition, sufficient personnel shall answer phone calls for customer service beginning at 7:30 a.m. and continuing throughout the day as long as any Collection vehicles are working. The Contractor shall provide a dedicated fax machine to receive complaints from the County, and a computer to communicate with the County. The Contractor shall provide an answering machine during non-office hours for customer requests and questions to be responded to no later than the following business day. The Contractor shall also have a website for the purpose of providing information to residential and commercial customers. The Contractor shall provide a contact person for the County to reach during all non-office hours. The contact person must have the ability to authorize Contractor operation in the case of County direction or situations requiring immediate attention. An equipment yard must be established within Lee County no later than August 30, 2015. Failure to establish an equipment yard may result in loss of franchise, pending the Contract Administrator's review of whether the Contractor is using his best efforts to establish an equipment yard in a timely manner. Equipment yard means a real property location, either owned or leased by the contractor for the term of this Agreement that shall be utilized by the Contractor for the storage and keeping of all equipment needed by the Contractor to provide all services under this Agreement in the Service Area. The equipment maintenance areas shall be under roof and have a concrete floor. Contractor shall allow County staff to visit the facility for inspections any time the Contractor has personnel on site.

18. COMPLAINTS:

The Contractor shall resolve all service complaints as soon as possible. For example, each missed Solid Waste/Recyclables/Vegetative Collection must be collected on the same day it is missed. All complaints related to Collection services received by the Department shall be directed to the Contractor for resolution. The Department may issue a "Request for Action" to the Contractor with a reference number. All Requests For Action shall be recorded in a complaint log by the Contractor. The Contractor shall make contact with the complainant within one business day. The complaint must be resolved within one business day after the Contractor receives it. When the complaint has been resolved, the Contractor shall forward a memorandum with the reference number and a brief explanation of the resolution. The memorandum shall also include measures that

will be used by the Contractor to minimize any re-occurrence of the same type of complaint. When the complaint cannot be resolved within two business days, an interim explanation will be forwarded to the Department until resolved. In the event the complaint cannot be resolved, the Department shall resolve the problem, which may include charging the Contractor for any and all costs. A listing of all non-compliant and tagged customer set-outs from the previous work day shall be provided to the County each work day morning and will include all salient information. Non-compliant solid waste, recycling, and vegetative waste not properly tagged by the Contractor shall be collected by the Contractor within 24 hours.

The Contractor shall submit a statistical report to the Department, monthly, summarizing the quantity and type of customer complaints received by the Contractor for the previous month, in a format approved by the Department.

The Contractor shall provide the Department with a full written explanation of the disposition of any incident involving a claim of damage to private or public property as a result of actions of the Contractor's employees, agent, or sub-contractors.

19. QUALITY OF PERFORMANCE OF CONTRACTOR:

It is the intent of this Agreement to ensure that the Contractor provides a high quality level of Solid Waste and Recycling Collection services. To this end, all complaints received by the Department, and reported to the Contractor shall be promptly resolved pursuant to the provisions of Section 18 of this Agreement. Complaints shall not include customer informational requests or Recycling Container requests. The Contract Administrator may levy \$100.00 to \$500.00 per incident administrative charges for improper and insufficient actions related to any service required by this Agreement including, but not limited to:

1. Throwing of Garbage Cans or Recycling Containers.
2. Failure to collect Recyclable Materials, Solid Waste, Electronic Devices, or Vegetative Waste on schedule.
3. Failure to replace Garbage Cans, Containers and Recycling Containers to the point of Collection.
4. Failure to provide the Department, in a timely manner, any reports, documents, or information required by this Agreement.
5. Charging a customer for the disposal of Recyclables, unless the County charges a tipping fee at the Materials Recycling Facility.
6. Failure to collect Bulky Items/White Goods in a timely manner.

The Contract Administrator may also levy administrative charges for all other infractions of this Agreement at \$100.00 per day per incident including, but not limited to:

1. Failure to provide clean, safe, sanitary equipment

2. Failure to maintain office hours as required
3. Operator not licensed
4. Failure to clean spillage
5. Failure to cover materials on Collection vehicle(s)
6. Collection employees out of uniform
7. Name and phone number, and if applicable, size and other information not displayed on equipment or Containers
8. Providing exclusively prohibited service in another Contractor's area, without prior authorization by the Contract Administrator.
9. Not providing schedules and route maps
10. Speeding upon conviction
11. Using improper truck to service commercial or residential customer
12. Failure to submit disclosure notice to either customer or Contract Administrator
13. Failure to report Recycling activity monthly, in the format determined by the County, for the purpose of tracking and verifying countywide Recycling activity
14. Failure to respond to customer calls in a timely and appropriate manner
15. Failure to place a written notice on Containers or on or near the customer's Can or curbside location, as necessary, to inform the customer of a non-compliant 'set-out' action
16. Failure to replace or provide Carts, Containers or Recycling Container(s) as specified in this agreement.
17. Failure to repair damage to property, resulting from Contractor's (including agents, employees or subcontractors) equipment failure or negligence, within seven (7) business days.
18. Failure to follow Disposal Facility rules
19. Failure to take precautionary measures to prevent spillage
20. Failure to commence and/or maintain Recycling Collection for Multifamily Dwelling Units or Commercial Properties in a timely manner

Changing routes, including starting point, without proper notification to the Contract Administrator and customer will result in a \$3,000.00 administrative charge per incident.

Commingling Solid Waste, Vegetative Waste, Electronic Devices, and/or Recyclable Materials will result in the following penalties:

First Offense \$2,000.00 administrative charge.

Second Offense \$5,000.00 administrative charge.

Third Offense \$10,000.00 administrative charge.

Failure to deliver any Commercial or Residential Solid Waste, Vegetative Waste, Electronic Devices, or Recyclable Materials to a Designated Facility will result in the following penalties:

First offense, \$2,500.00 administrative charge.

Second offense, \$10,000.00 administrative charge.
Third offense, termination of franchise.

Failure to complete, either partially or totally, a route on the regular scheduled Collection day shall be \$1,000 for each route per day not completed.

For the purpose of this Section, the Contract Administrator may deduct any charges from payments due or to become due to the Contractor. In the event the Contractor fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided within this Agreement, the Contract Administrator may arrange for the repairs and assess the Contractor for the cost of the repairs and any applicable administrative charges. The Contract Administrator may assess administrative charges pursuant to this Section on a monthly basis in connection with this Agreement and shall at the end of each month during the term of this Agreement notify the Contractor in writing of the charges assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment it shall, within five (5) days after receiving such monthly notice, request in writing an opportunity to be heard by the County and present its defense to such assessment.

The County shall notify the Contractor in writing of any action taken with respect to Contractor's claims and the decision of the County will be final.

20. NATURAL DISASTERS:

In the event of a hurricane, tornado, major storm or other natural disaster, the Contract Administrator may grant the Contractor a variance from regular routes and schedules. As soon as practicable after such natural disaster, the Contractor shall advise the Contract Administrator when it is anticipated that normal routes and schedules will be resumed. The Contract Administrator shall make an effort through the local news media to inform the public when regular services may be resumed. The clean up from some natural disasters may require that the Contractor hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the natural disaster. The Contractor shall receive extra compensation above the normal compensation contained in this Agreement to cover the costs to include rental equipment, additional personnel, overtime hours, and other expenses provided by the Contractor and such additional cost and compensation shall be included in and not exceed the unit price amount as set forth in Exhibit II. The Contractor shall first secure written authorization and approval from the Contract Administrator prior to the work being performed. All such costs may be audited by the County's Contract Administrator.

During the month of March each year, the Contract Administrator will review the County's current disaster preparedness plan to coordinate the activities of the Contractor in the event of a natural disaster. On March 1 of each year the Contractor is required to provide a disaster preparedness plan to the Contract Administrator for review and approval. This plan shall include provisions for additional manpower and equipment and

will provide a reasonable, verifiable rate for Collection in the event of a natural disaster. In the event that excess work resulting from a natural disaster is compensated by the Federal Emergency Management Agency, or any other local, state or federal agency, the extra compensation shall be subject to such agency's approval. The Contractor shall update the natural disaster plan each year during the term of this Agreement for the Contract Administrator's review and approval.

21. UNCONTROLLABLE CIRCUMSTANCES:

Neither the County nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

22. PERMITS AND LICENSES:

The Contractor shall obtain, at their own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any changes to the required licenses or permits shall be reported to the County within ten (10) working days of the change.

23. PERFORMANCE BOND:

The Contractor shall furnish to the County a performance bond executed by a surety company licensed to do business in the State of Florida and/or a clean irrevocable letter of credit issued by a bank in Lee County to ensure the faithful performance of this Agreement and all obligations arising hereunder in the appropriate amount determined in accordance with Exhibit V, attached. The clean irrevocable letter of credit or bond provided hereunder, each may be substituted for the other upon approval by the County. The form of this bond or letter of credit, and the Surety Company, shall be acceptable to the County Attorney and the Contract Administrator and shall be maintained during the term of this Agreement as provided in Section 1. The value of the performance bond shall be revised each year based on the preceding year's amount of revenue, as indicated in Exhibit V. The bond(s) shall be endorsed to show Lee County, a political subdivision of the State of Florida, to provide that bonds shall not be canceled, limited or non-renewed until after thirty (30) days' written notice has been given to the County. Current performance bonds evidencing required coverage must be on file at all times.

24. EMPLOYEE WAGES AND BENEFITS:

The Contractor shall comply with all applicable Local, State and Federal laws relating to wages, hours, overtime and all other applicable laws relating to the employment or protection of employees, now or hereinafter in effect. The Contractor shall provide for its full time employees, at a minimum, one week paid vacation leave, one week paid sick leave and paid holidays as recognized in Section 7 herein. Contractor shall recognize employee length of service (seniority), for the purposes of vacation and sick leave, etc., and view such length of service the same as pre-Contract employees, if such employee is hired in good standing during the time of transition (including up to one month after Start of Service) from an existing Lee County Franchise Hauler. The Contractor shall provide, at the Contractor's expense, medical insurance benefits for its full time employees. Company funding shall be, at a minimum, 80 percent (80%) of all premiums. Conditions of employment shall be published and conspicuously posted so all employees may be informed. The Contractor shall furnish reasonable uniforms, rain gear and safety equipment at its expense.

25. INSURANCE:

A. Insurance Coverage Certificates. Through and including the Contract Expiration Date and any Extensions, the Contractor shall secure and continuously maintain through the term of this Agreement, the insurance specified in Exhibit VIII to protect the Contractor and the County from claims under Workers' Compensation Acts and from claims for bodily injury, death or property damage which may arise out of or result from the Contractor's obligations and operations under this Agreement or anyone directly or indirectly employed by it for whose acts or omissions it may be liable. The Contractor shall not establish and give, nor shall the County recognize, any notice to the County of the commencement of services unless and until the Contractor shall have provided the County proof (including copies of policies) that the insurance coverage listed in Exhibit VIII and required to be secured by the Contractor have been secured and will be in full force and effect on the commencement of services. All certificates of insurance and policies shall (i) be furnished to the County prior to the commencement of service, (ii) be in a form and coverage satisfactory to the County, (iii) list the various coverage, and (iv) contain, in addition to any provisions otherwise required, sixty (60) days prior written notice of cancellation, non-renewal or material change in the policies given to the County by registered mail, return receipt requested. All such notices shall name the Contractor and identify this Agreement.

B. Contractor Obligations and Policy Requirements.

1. The Contractor's insurers shall have no right of recovery or subrogation against the County or the Contractor, it being the intention of the Parties that any insurance policy so affected shall protect both Parties and be the primary coverage for any and all losses covered by the insurance listed in Exhibit VIII.
2. The County shall be named as an additional insured with respect to the Contractor's negligence in the performance of its obligations or operations under this Agreement; ISO Forms CG 20 10 (form B).
3. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums or for assessments under any form of policy.
4. The Contractor, and subcontractor(s) and lower tier contractor(s) that may be retained by the Contractor, if any, shall assume and shall be solely responsible for the satisfaction of any and all deductibles and self insured retention contained in their respective insurance coverage as well as any excluded loss or losses.
5. All insurance required to be secured and maintained under this Agreement shall be procured from insurance companies authorized to do business in the State, and all such insurers shall have a rating of at least A:VI in the latest edition of Alfred M. Best's Insurance Reports.
6. If, at any time during the term of this Agreement, any policy listed in Exhibit VIII shall be or becomes unsatisfactory to the County as to form or substance or if an insurance company issuing any policy in Exhibit VIII shall be or become unsatisfactory to the County, the Contractor, upon notice thereof from the County, shall immediately obtain a new and substitute policy, submit the same to the County for approval, and submit a certificate and copy of the policy to the County as provided in Section 7.01.
7. Failure of the Contractor to secure and/or maintain the insurance listed in Exhibit VIII shall not relieve it from any liability under this Agreement, nor shall the insurance requirements herein be construed or interpreted as conflicting with the indemnification obligations of the Contractor pursuant to Section 26, herein.
8. The Contractor's obligation to secure, deliver and maintain the insurance policies and coverage specified in this Agreement shall be considered as "material" for purposes of Section 30.A.

26. INDEMNIFICATION AND LIMITATION OF LIABILITY:

- A. Indemnification.** To the fullest extent provided by applicable law, the Contractor shall protect, defend, indemnify and save the County, its agents, officials, commission members, employees, servants, including volunteers, any firm, company, organization or individual, or their contractors or subcontractors with whom the Contractor may be contracted, harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, including incidental, special, actual, punitive, consequential, indirect and environmental pollution, judgments, losses, costs, expenses, suits, actions, and causes of action of every kind and character, including, but not limited to, claims based on negligence, strict liability, and absolute liability which may arise in favor of any person or persons on account of illness, disease, loss of property, services, wages, death or personal injuries resulting from the Contractor's performance or non-performance of its obligations or operations under this Agreement, regardless whether others may be wholly, concurrently, partially or solely negligent, or strictly liable, or absolutely liable or otherwise at fault, except damages arising out of injuries or property claims to third parties caused solely by the negligence or willful misconduct of the County, its officials, commissioners, employees or agents. Further, the Contractor hereby agrees to indemnify the County for all reasonable expenses and attorney's fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. The Contractor additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the Contractor. The Contractor further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity. The parties recognize and acknowledge that the first \$100 paid under this Agreement is consideration for this indemnification and any other indemnity given by the Contractor pursuant to this Agreement.
- B. Waiver.** The Contractor and the County hereby waive monetary claim(s) arising pursuant to this Agreement for recovery from the other for any and all loss or damage to the other resulting from the performance of this Agreement, which loss or damage is covered by collected insurance policy proceeds; and the Contractor and County will require their respective insurers to waive all rights of recovery and subrogation against the County or the Contractor as the case may be.

C. County Limitation of Liability. THE CONTRACTOR ACKNOWLEDGES AND AGREES THAT BECAUSE OF THE UNIQUE NATURE OF THE UNDERTAKINGS CONTEMPLATED BY THIS AGREEMENT, IT IS DIFFICULT OR IMPOSSIBLE TO DETERMINE WITH PRECISION THE AMOUNT OF DAMAGES THAT WOULD OR MIGHT BE INCURRED BY THE COUNTY AS A RESULT OF A BREACH OF THIS AGREEMENT BY THE COUNTY. HOWEVER, IN NO EVENT, BECAUSE OF A BREACH OF THIS AGREEMENT OR ANY OTHER CAUSE, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY, DELAY OR OTHERWISE, ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE BY THE COUNTY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, SUITS BY THIRD PERSONS, SHALL THE COUNTY BE LIABLE FOR OR OBLIGATED IN ANY MANNER, EXCEPT TO THE EXTENT EXPRESSLY AND SPECIFICALLY RECOGNIZED IN THIS AGREEMENT, TO PAY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY NATURE INCURRED BY IT WHETHER OCCURRING DURING OR SUBSEQUENT TO THE PERFORMANCE OF THIS AGREEMENT.

D. Survival. This Section 26 shall survive the termination of this Agreement.

27. ACCESS AND AUDITS:

The Contractor shall maintain within Lee County adequate records of the Collection services during the Fiscal Year and for two years following the end of each Fiscal Year of the Contract. The County or its designee shall have the right to review all records maintained by the Contractor upon 24 hours written notice.

The Contractor is required to comply with the public records law provisions as specifically set forth in Florida Statutes s 119.0701.

The Contractor shall provide the County a Certified Financial Statement including, at a minimum, a Balance Sheet and an Income Statement representing the financial position and the results of operations respectively of the Contractor for each Service Area. The report must include the opinion of a Florida Certified Public Accountant, who has conducted an audit of the Contractor's books and records in accordance with Generally Accepted Accounting Principles which include tests and other procedures necessary, that the Financial Statements are fairly presented, in all material aspects, in conformity with Generally Accepted Accounting Procedures. The annual audit shall reflect, at the very least, the format shown in Exhibit IV and the format must be approved by the County. The annual audit shall be delivered to the County within ninety (90) days of the twelve (12) month period ending the Contractor's fiscal year. If the Contractor's fiscal year coincides with the calendar year, the first year's audit shall be for a period of fifteen (15) months. No rate adjustments of any type will be granted to the Contractor unless all

required audits and cost statements have been filed in a timely manner. Contractor shall perform commercial solid waste and recycling route audits annually during the first calendar quarter and deliver them to the Contract Administrator.

28. POINT OF CONTACT:

All dealings, contacts, notices, and payments between the Contractor and the County shall be directed by the Contractor to the Contract Administrator or designee.

29. NOTICE:

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to the County:

**Lee County Solid Waste Division
10500 Buckingham Road, Suite 200
Ft. Myers, Florida 33905**

Attention: Director

As to the Contractor:

**Progressive Waste Solutions of FL, Inc.
450 Carillon Parkway
Suite 2-130
St. Petersburg, FL 33716**

**Attention: Dean DiValerio
Southeast Region Vice President**

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

30. EVENTS OF DEFAULT:

A. Events of Default by Contractor. The following shall constitute Events of Default by the Contractor:

1. Persistent and repeated failure or refusal of the Contractor to perform timely, any obligation under this Agreement, unless such failure or refusal is clearly recognized, justified and excused by the terms and conditions of this

Agreement, provided, however, insofar as such failure or refusal relates to payment obligations of the Contractor, Section 30.A.2 shall govern.

2. Failure of the Contractor to pay amounts owed to the County under this Agreement within thirty (30) days following the date they become due and owing.
3. The Contractor's or the Guarantor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (b) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Contractor or the Guarantor under the laws of any jurisdiction, which proceeding has not been dismissed within sixty (60) days, or (c) any action or answer by the Contractor or the Guarantor approving of, consenting to, or acquiescing in, any such proceeding, or (d) the levy of any distress, execution or attachment upon the property of the Contractor or the Guarantor which shall substantially interfere with its performance hereunder; provided, however, that with respect to the Contractor only under this Section 30.A.3, an Event of Default on the part of the Contractor under this Section 30.A.3 shall not be deemed to have occurred if caused primarily by an Event of Default on the part of the County under Section 30.B.2
4. The default of the Guarantor under the Guarantee.

B. Events of Default by County. The following shall constitute Events of Default on the part of the County:

1. persistent and repeated failure of the County to perform timely any material obligation under this Agreement, except the Event of Default described in Section 30.B.2;
2. failure of the County to pay amounts owed to the Contractor under this Agreement within thirty (30) days following the time they become due and payable; or
3. (a) the County's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (b) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the County under the laws of any jurisdiction, which proceeding has not been dismissed within sixty (60) days, or (c) any action or answer by the County approving of, consenting to, or acquiescing in, any such proceeding, or (d) the levy of any distress, execution or attachment upon the

property of the County which shall substantially interfere with its performance hereunder.

- D. Default Notices.** Neither Party may exercise its termination rights pursuant to Sections 31.A or 31.B, as applicable, unless and until such Party shall have given the other Party written notice of its failure or refusal to perform pursuant to, as applicable, Sections 30.A.1, 30.A.2, 30.B.1, or 30.B.2. If an Event of Default specified in a required notice of default is cured within thirty (30) days after such notice, no Event of Default shall occur pursuant to such notice. The occurrence of an Event of Default specified in Sections 30.A.3 or 30.A.4, or 30.B.3 shall not require any notice.

31. TERMINATION:

A. Contractor Termination for Event of Default.

1. If the County shall have given the Contractor notice that an Event of Default has occurred pursuant to Section 30.A.1 or 30.A.2, the County may terminate this Agreement upon thirty (30) days prior notice to the Contractor.
2. If an Event of Default has occurred pursuant to Section 30.A.3 or 30.A.4, or Section 32, the County may terminate this Agreement forthwith.

B. County Termination for Event of Default.

1. If an Event of Default has occurred pursuant to Section 30.B.3, the Contractor may terminate this Agreement forthwith.
2. If the Contractor shall have given the County notice that an Event of Default has occurred pursuant to Section 30.B.1 or 30.B.2, the Contractor may terminate this Agreement upon thirty (30) days prior notice to the County.

C. Termination for Labor Unrest.

If personnel employed by the Contractor and performing services pursuant to the Contractor's obligations under this Agreement shall go on a labor strike or slowdown, or if a work stoppage, walkout or secondary boycott shall occur, for any reason or cause whatsoever, and such act or event effectively prevents the Contractor from performing its material obligations under this Agreement, the County may, in its sole discretion, by notice to the Contractor, terminate this Agreement forthwith.

D. Termination by Law.

If the exclusive franchise or the County's direction of Solid Waste under this Agreement becomes unenforceable, then the County or the Contractor may terminate this Agreement forthwith. The Contractor hereby agrees not to be a party or participant to any action contesting the enforceability of this Agreement. In the event of such termination neither the County nor the Contractor shall have any legal or equitable remedy against the other for such termination except to the extent provided in Section 31.G, except when the Contractor violates the above agreement Section 31.F shall apply on a County termination.

E. Remedies of the Contractor.

1. If the Contractor terminates this Agreement pursuant to Sections 30.B.1 or 30.B.2, the Contractor shall receive \$200,000 if termination occurs during the first year, \$100,000 if termination occurs during the second year, \$50,000 if termination occurs during the third year, \$10,000 if termination occurs during the fourth year and \$10,000 if termination occurs the fifth year of this Agreement, as liquidated damages. If Contractor initiated termination occurs pursuant to Sections 30.B.1 or 30.B.2 after the fifth year of this Agreement, no liquidated damages apply.
2. If the Contractor terminates this Agreement pursuant to Section 30.B.3, the Contractor shall have the right to seek legal and equitable remedies provided by law for such Event of Default.

F. Remedies of the County.

If the County shall terminate this Agreement pursuant to Section 31.A or 31.C, the County shall have the right to seek legal and equitable remedies provided by law for such Event of Default and termination right, respectively, and the County shall have the right to call the performance bond or letter of credit and shall be free to negotiate with other contractors or any other person or company for the service of the Service Area.

G. Manner of Termination Payment.

All performance and payment obligations under this Agreement, including payment of all fees and charges that are due and owing, shall continue pursuant to the terms of this Agreement and any amount accrued but unpaid prior to termination shall, if due and owing, be payable in accordance with this Section 31.G. Except as otherwise specifically provided in this Agreement with respect to the time of payment following termination, within ninety (90) days following termination of this Agreement, the County and the Contractor shall reconcile all amounts then due and payable to each other under the terms of this Agreement. Upon reaching, as a result of such reconciliation, the total amount of the outstanding unpaid balance which the County and the Contractor owe the other, the County and the Contractor shall, within thirty (30) days thereafter, make the final payments in complete discharge of their obligations under this Agreement, except those obligations which survive the termination of this Agreement. Payment obligations under this Section are subject to Sections 6.G and 6.H.

H. Remedies.

The remedies specifically set forth in this Agreement are exclusive, and the Parties waive any other remedies they may have at law or in equity; provided, however, that either Party may seek judicial enforcement of any remedy provided herein and any amounts payable hereunder. The Parties agree and acknowledge that the damages provided for in this Agreement are to be liquidated damages and shall be the sole and exclusive measure of damages or liability for any breach or non-performance by the Parties under this Agreement and that the provisions for damages set forth herein are intended to measure as accurately as possible the direct damages of the Party entitled to such damages and are not intended to include punitive, special, consequential, incidental or indirect damages.

I. Survival.

This Section 31 shall survive the expiration or termination of this Agreement.

32. CONFLICT OF INTEREST:

The Guarantor and the Contractor confirm that at no time during the term of this Agreement, shall the Contractor, nor any related person, subsidiary, corporation or company, whether by itself or through a relative, its parent(s), subsidiary(s) or holding companies, provide Solid Waste transfer operations, trucking services and/or disposal services for any incorporated City or Town within Lee County, whereby any such transfer and/or disposal services involve the transfer and/or disposal of the City's or Town's Solid Waste to a disposal site not owned by Lee County or under contract to Lee

County for the disposal of Solid Waste. If the Contractor, or any related entity, person, subsidiary, parent corporation, etc., provides any such transport/trucking services and/or disposal services for any incorporated City or Town within Lee County, then such action shall be considered an Event of Default.

33. RIGHT TO REQUIRE PERFORMANCE:

The failure of the County at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the County thereafter to enforce the same. Nor shall waiver by the County of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.

34. TITLE TO WASTE:

The County shall, at all times hold title and ownership to all Commercial and Residential Solid Waste, Vegetative Waste, Trash, Recyclable Material (with the exception of Recyclables from Commercial Recycling Collection Service), and all other waste collected by the Contractor pursuant to this Agreement and the Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials without specific written authorization from the Contract Administrator. The Contractor agrees to transport and deliver all such materials to the locations and facilities designated by the County or Contract Administrator.

35. GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Lee County and the Agreement will be interpreted according to the laws of Florida.

36. COMPLIANCE WITH LAWS:

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws.

37. SEVERABILITY:

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section

shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

38. ASSIGNMENT AND SUBLETTING:

No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the County. The County shall have full discretion to approve or deny, with or without cause, any proposed assignment or assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the County shall be null and void and shall be grounds for the County to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Contractor, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the County under this Agreement to the Contractor shall cease, and County shall have the right to call upon the performance bond and shall be free to negotiate with other contractors or any other person or company for the service of the franchise area which is the subject of this Agreement. In the event of any assignment approved by the County, assignee shall fully assume all the liabilities of the Contractor.

It is the intent of the parties that no person, corporation or company, whether by itself or through a relative, itself or through its parent(s), subsidiary(s) or holding companies, shall at any time hold or have control of more than three (3) Solid Waste and Recycling Collection Franchise Agreements with the County, when such three (3) Franchise Agreements results from the acquisition of an additional franchise or franchisee.

For purposes of this section, a parent, subsidiary or holding company shall mean any person, corporation or company holding, owning or in control of more than 5% stock or financial interest of another person, corporation or company.

For purposes of this section, assignment means: (1) Selling, exchanging, or otherwise transferring to a third party effective control of Contractor management; (2) Selling, exchanging, or otherwise transferring to a third party any of the Contractor's assets dedicated to its performance obligations, herein, unless such assets are promptly replaced with assets of greater or equal value and equivalent function; (3) Issuing stock or selling, exchanging, or otherwise transferring eight (8) percent or more of the then-outstanding common stock of the Contractor or Guarantor to an entity other than the shareholders owning said stock as of the Contract Date; (4) Any dissolution, reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction that results in a change of ownership or control of the Contractor or the Guarantor; (5) Any combination of the foregoing (whether or not in related or contemporaneous transactions) that effects a change of ownership or control of the Contractor.

39. MODIFICATION:

This Agreement constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification, unless specifically recognized in this Agreement, shall be in the form of an Amendment executed by both parties.

40. REPRESENTATIONS:

A. Representations of County. The County represents to the Contractor that:

1. The County is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.
2. As of the Contract Date, the County has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof by the County (i) have been duly authorized as evidenced by the certified copies of the pertinent resolutions by the Board, (ii) do not require any other approvals by any other governmental officer or body, other than those permits or approvals that may have to be renewed or reissued during the term of this Agreement, (iii) do not require any consent or referendum of voters, (iv) will not violate any judgment, order, law or regulation applicable to the County, and (v) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the County under any agreement or instrument to which the County is a party or by which the County or its assets may be bound or affected.
3. This Agreement has been duly entered into by the Board and, as of the Contract Date, constitutes a legal, valid and binding obligation of the County, enforceable in accordance with its terms.
4. To the best of the County's knowledge as of the Contract Date, there is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or threatened against the County, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the County of its obligations hereunder, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the County in connection with the transaction contemplated hereby.

B. Representations of Contractor. The Contractor hereby represents to the County that:

1. The Contractor is qualified to do business in the State and is duly qualified to do business wherever necessary to carry on the business and operations contemplated by this Agreement.
2. As of the Contract Date, the Contractor has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized, (ii) do not require the approval of any governmental office or body, other than applicable permits or approvals that may have to be renewed or reissued during the term of this Agreement, (iii) will not violate any judgment, order, law or regulation applicable to the Contractor or any provisions of the Contractor's articles of incorporation and by-laws, and (iv) do not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Contractor under any agreement or instrument to which the Contractor is a party or by which the Contractor or its assets may be bound or affected.
3. There has been no material adverse change in the Contractor's or the Guarantor's financial condition since January 1, 2012 which would impair the Contractor's ability to perform its obligations under this Agreement or the Guarantor's ability to fulfill its obligations under the Guarantee.
4. This Agreement has been duly entered into and delivered and constitutes a legal, valid and binding obligation of the Contractor, fully enforceable in accordance with its terms.
5. To the best of Contractor's knowledge, as of the Contract Date, there is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the Contractor's knowledge, threatened against the Contractor, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Contractor of its obligations hereunder, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Contractor in connection with the transaction contemplated hereby.

41. ANNEXATIONS AND MUNICIPALITIES:

Adjustments to Service Area boundaries and the rights of the parties to this Contract due to municipal annexation or contraction will be as provided by Florida Statutes Section 171.062, as amended, or its successor and this Section.

The annexation of any portion of the unincorporated Service Area by a City or Town (such City or Town having incorporated prior to the Contract Date) may require the Contractor to relinquish any or all exclusivity of its Solid Waste Collection services in that portion of the Service Area and such portion may become exclusive to another entity pursuant to municipal decisions. Any such relinquishment will be made by the Contractor at the sole discretion and decision of the County. Any and all such

relinquishment of exclusive Solid Waste Collection services required by the County due to annexation of a portion of the service Area shall have no effect on the Contractor's Collection fees or rates (as adjusted) as established in Exhibit II.

The Franchise Contractor for Franchise Area 1 shall maintain separate revenue statements for revenues collected for the Town of Fort Myers Beach and the City of Bonita Springs, respectively, for the purpose of collecting franchise fees for each municipality.

42. CHANGE OF LAW:

The parties understand and agree that the Florida Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law.

To the extent that any law effective after the opening and awarding of bids for this Agreement is in conflict with, or requires changes in, the provisions of Collection service or exclusive rights set out in this Agreement, the parties agree to enter into good-faith negotiations for the resolution of any such changes in this Agreement as a result of change in law.

43. OTHER RATE ADJUSTMENTS:

The County will strictly enforce all of the provisions of the Franchise Agreement including penalty clauses for any performance quality problems. The Contractor shall not be allowed rate increases on the basis that the Contractor proposed pricing is too low or agreed to do the work for a lower proposer's price. Non-performance of Franchise Agreement or a request for a rate increase, either of which are attributed to the Contractor accepting the Franchise Agreement award at an insufficiently low price, shall result in cancellation of all Solid Waste and Recycling Collection Service Franchise Agreements for all Service Areas entered into with the Contractor.

44. EQUAL EMPLOYMENT OPPORTUNITY:

The Contractor shall use its best efforts consistent with applicable law to ensure that minority business enterprises shall have the maximum practicable opportunity to compete for work and, to the extent the Contractor is permitted to subcontract work, with respect to this Agreement, the Contractor is required to comply with all applicable federal, State, County and local directives respecting equal employment opportunity programs.

45. PUBLIC ENTITY CRIMES:

No Contractor may be a person or affiliate identified on the Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. The Contractor is required to comply with Florida Statutes Section 287.133, as amended, or its successor.

46. COMMUNITY SERVICE:

Various community and non-profit groups assist Lee County by conducting volunteer community, beach or wetlands clean-ups to remove accumulation of debris. Lee County encourages residents to manage their Solid Waste appropriately, so that littering is minimized. However, the County also recognizes the benefit of community clean-ups for certain problem areas.

The Contractor shall provide up to 200 cubic yards of Container service per year for Department approved, non-profit group clean-ups in the Service Area. Contractor's service shall include Container or roll-off drop prior to the event, hauling the collected material, and disposal cost. This service shall be provided at no extra charge to the County or Community.

The Contractor shall provide personnel to perform litter Collection on approximately one and one-half miles of Buckingham Rd. at least one time every 5 weeks.

47. CITIZENS DROP OFF AREA:

Beginning October 1, 2015 with Service Area 1, and rotating annually each October 1st, the Contractor for each service area shall provide a responsible, full time employee to oversee the activity at the Citizen's Drop Off Area (7:30 – 5:00 M-F, 7:00 – 12:00 Sat or 7:00 – 5:00 Sat following a Holiday) of the Lee County Resource Recovery Facility. Duties of this individual shall include, but not be limited to, insuring the receipt of acceptable materials for disposal, traffic control, and housekeeping. This individual shall further insure that customers weigh in and out at the scales as required, and work closely with the Department to provide a safe, secure, and efficient location for disposal of material brought in by residential and commercial customers.

In order to ensure a smooth transition from the Contractor for Service Area 1 to the Contractor from Service Area 2, and each subsequent Contractor, a minimum of two (2) weeks training shall be required prior to taking over Citizen's Drop Off Area responsibility.

48. PILOT STUDIES:

During the Term of this Service Agreement, the County may conduct pilot studies to evaluate strategies that increase waste reduction, improve collection efficiency, and/or reduce solid waste management costs. The Contractor shall cooperate with the County in

conducting such pilot studies, and shall enter into good faith negotiations with the County, if deemed necessary, for additional services provided by the Contractor to carry out pilot studies.

49. CONTRACT PREPARATION AND TRANSITION PLAN:

Prior to the commencement of the term of this franchise Agreement, the Contractor shall prepare for Collection services in the Service Area in a responsible manner and, at a minimum, shall adhere to the requirements as set out in Exhibit VII. In the event the Contractor fails to meet the deadlines of any one of the tasks outlined in Exhibit VII, the County has the right to fine and collect \$10,000 for each task deadline missed. Failure to meet the deadline of more than two tasks may lead to loss of the exclusive franchise for each Service Area. If routing changes for customers are such that they would not receive collection service for more than seven (7) days, then the Contractor will provide an additional Collection service between the old Collection day and the newly routed Collection day as approved by the Contract Administrator. Such additional Collection may warrant advanced written notification to the customer in form of a "door-hanger" as approved by the County and may apply during a transition from one Contractor to another Contractor.

In Witness Whereof, Lee County, at a regular meeting thereof, by action of the Board of County Commissioners authorizing and directing the foregoing be adopted, has caused these presents to be signed by the Chairman of the Lee County Board of County Commissioners, and the County's seal to be hereunto affixed, and _____, has executed this Agreement all as of the day and year first written above.

ATTEST:
CLERK OF CIRCUIT COURT
Linda Dogget, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
:

By: _____
Chair

DATE: _____

Approved as to Form for the Reliance of Lee County:

By: _____
Office of the Lee County Attorney

Company Name

By: _____
Authorized Signature

Witness:
1. _____

Name: _____

Title: _____

Witness:
2. _____

(Corporate Seal)



EXHIBITS

EXHIBIT I

GUARANTEE

This Guarantee made as of the ___th day of _____, 2015, by _____ ("Guarantor"), having its principal place of business in _____, to and for the benefit of Lee County, Florida, a political subdivision of the State of Florida, ("County"),

WITNESSETH:

WHEREAS, _____, a Florida corporation, (the "Company") having an office at, has entered into the Service Agreement (the "Agreement") with the County dated as of _____, 2015.

WHEREAS, Guarantor is willing to guarantee, as set forth below, the performance of the Company under the Agreement; and

WHEREAS, County would not enter into the Agreement unless the Guarantor provided this Guarantee.

NOW, THEREFORE, as an express inducement to the County to enter into this Agreement, Guarantor agrees and guarantees as follows:

Guarantor hereby absolutely and unconditionally guarantees the full and prompt performance by the Company of all of the Company's obligations under the Agreement in accordance with the terms and conditions therein.

This Guarantee shall be governed by the laws of the State of Florida exclusive of the choice of law rules thereof, and Guarantor hereby agrees to the service of process in the State of Florida for any claim or controversy arising out of this Guarantee or relating to any breach hereof.

This Guarantee shall be binding upon and enforceable against the Guarantor, its successors, assigns and legal representatives (including any successor by merger or consolidation or any transferee of all or substantially all of the properties of Guarantor), whether or not such obligations are expressly assumed by such successor, assignee or transferee and is for the benefit of the County, and any permitted successors and assigns under the Agreement.

This Guarantee may be enforced by the County without first resorting to any legal or administrative actions against Company or exhausting any other remedies that the County may have.

Each and every Event of Default under the Agreement shall give rise to a separate cause of action hereunder, and separate demands may be brought hereunder by the County as each cause of action arises. Guarantor waives presentation to, demand of performance from, and protest to the County of the obligations of the Company under the Agreement.

No failure or delay by the County in exercising any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other right, power or privilege. No waiver, amendment, release or modification of this Guarantee shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the party against whom such waiver, amendment, release or modification is sought to be enforced.

Guarantor may not assign its obligations hereunder, except to a successor by merger or consolidation or to any transferee of all or substantially all of the assets of the Guarantor. Notice of any such assignment shall be given in writing to the County within thirty (30) days of the effective date of any such merger, consolidation or transfer.

The respective obligations of Guarantor to the County set forth in this Guarantee shall be absolute and unconditional, shall not be subject to any requirement that County first enforce any remedies it may have against the Company or any other Person, or any requirement to seek to recover from Company hereunder before proceeding against Guarantor hereunder, and shall not be subject to any claim of Guarantor against any other Person including the County, other than a claim that the matter giving rise to the County's claim is the subject of dispute resolution in good faith under the Agreement or in the courts of the United States or the State of Florida.

This Guarantee may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The invalidity or unenforceability of one or more provisions of this Guarantee shall not affect the validity or enforceability of the remaining portions of this Guarantee. This Guarantee is entered into by Guarantor solely and exclusively for the benefit of the County, and may be enforced against Guarantor by the County.

Any term used but not otherwise defined herein and defined in the Agreement shall have the meaning attributed to it in the Agreement.

Notices to be given pursuant to this Guarantee unless otherwise stated shall be in writing and shall be served personally or sent by certified mail, return receipt requested, to:

Guarantor at: _____
If By Mail or By Hand _____

County at: Lee County Solid Waste Division
10500 Buckingham Road, Suite 200
Fort Myers FL 33905

or to such other address as shall be designated by such party in a written notice to the other party hereto. Any notice given pursuant to this Section if transmitted by certified mail shall be effective immediately upon receipt and if delivered by hand upon delivery.

IN WITNESS WHEREOF, Guarantor has executed this instrument the day and year first above written.

ATTEST: _____

ACCEPTED: BY: _____

EXHIBIT II
RATE SCHEDULE FOR FRANCHISE SERVICE AREA 4
FY 2015-16

A. Residential Dwellings Curbside Services *

A.1. Garbage Waste	<u>46,700</u>	X	<u>\$ 1.05</u>	X	52	= \$	<u>2,549,820.00</u>
A.2. Recyclables	<u>46,700</u>	X	<u>\$ 0.85</u>	X	52	= \$	<u>2,064,140.00</u>
A.3. Vegetative Waste	<u>46,700</u>	X	<u>\$ 0.85</u>	X	52	= \$	<u>2,064,140.00</u>
Subtotal			<u>\$ 2.75</u>				

Total Annual Residential Dwelling Curbside Collection Rate \$ 6,678,100.00

B. Commercial Multifamily Dwelling Curbside Can Service *

	Estimated Number Of Dwelling Units **		Price Per Dwelling Per Collection ***		Number Of Collections Per Year		Total
Garbage and Recyclables	<u>100</u>	X	<u>\$1.425</u>	X	52	= \$	<u>7,410.00</u>

* Includes All Collection And Related Services Required In Accordance With The Agreement.

** Estimated By County For Proposal Purposes. Actual Number Of Units May Vary

*** Shall not exceed 75% of cost of (A.1 + A.2)

C. Commercial Properties Container Collection Including Multifamily Dwellings, Businesses and Institutions *

Garbage Or Vegetative Materials Collection	Number Of Commercial Containers**	Annual Container Rental Price ***	Collection Price Per Pull ****	Estimated Average Number Of Collections Per Year**	Total
Commercial Can	387	X(\$ 0.00	+\$ 12.01	X 60	)) = \$ 278,872.20
2 CY Dumpster	256	X(\$ 0.00	+\$ 29.92	X 60	)) = \$ 459,571.20
4 CY Dumpster	199	X(\$ 0.00	+\$ 29.92	X 65	)) = \$ 387,015.20
6 CY Dumpster	101	X(\$ 0.00	+\$ 29.92	X 52	)) = \$ 157,139.84
8 CY Dumpster	178	X(\$ 0.00	+\$ 29.92	X 216	)) = \$ 1,150,364.16
***** 4 CY Vertical Compactor	2	X(\$ 1600.00	+\$ 29.92	X 208	)) = \$ 15,296.72
***** 6 CY Vertical Compactor	1	X(\$ 1600.00	+\$ 29.92	X 156	)) = \$ 6,092.52
***** 20 CY Compactor +/-	0	X(\$ 2800.00	+\$ 313.83	X 0	)) = \$ 0.00
***** 30 CY Compactor +/-	6	X(\$ 2950.00	+\$ 313.83	X 40	)) = \$ 91,069.20
***** 40 CY Compactor +/-	4	X(\$ 2975.00	+\$ 313.83	X 52	)) = \$ 75,916.64
10 CY Roll Off Container	0	X(\$ 450.00	+\$ 256.02	X 0	)) = \$ 0.00
20 CY Roll Off Container	0	X(\$ 590.00	+\$ 256.02	X 0	)) = \$ 0.00
30 CY Roll Off Container	3	X(\$ 635.00	+\$ 256.02	X 35	)) = \$ 28,577.10
40 CY Roll Off Container	0	X(\$ 740.00	+\$ 256.02	X 0	)) = \$ 0.00
Total Annual Commercial Collection Rates					2,649,914.78

Multifamily Recycling Collection. Additional Containers, If Required, At No Extra Charge. Estimated Number Of

Multifamily Dwelling Units ** 3,177

RV **

664

Grand Total Price For Basic Service (A + B +C) \$

* Includes All Collection And Related Services Required In Accordance With The Agreement

** Estimated By County For Proposal Purposes. Actual Number Of Units May Vary.

*** Container Rental Price Shown Is For One Year. Contractor Shall Charge Customer Pro Rated On A Weekly Basis

**** All Prices Indicated Are "Not-To-Exceed" Prices

***** 25 – 30 % Of All Compactors Are Customer Owned

("Example" for Form ONLY)

**RATES DETERMINED BY THE COUNTY
(NOT TO BE ADJUSTED DURING TERM)
MONTHLY CONTAINER RENTAL RATES**

CONTAINERS		
SIZE (cubic yards)	RATE	
	5 year*	7 year*
	*Contract Term	
90 Gallon Wheel Cart	\$00.00	\$00.00
2 YD	\$00.00	\$00.00
4 YD	\$00.00	\$00.00
6 YD	\$00.00	\$00.00
8 YD	\$00.00	\$00.00
All Vertical Compactors	\$133.00	\$119.00
20 YD Compactor ±	\$234.00	\$209.00
30 YD Compactor ±	\$246.00	\$219.00
40 YD Compactor ±	\$248.00	\$222.00
10 YD Open R.O. Box	\$38.00	\$ 34.00
20 YD Open R.O. Box	\$49.00	\$ 44.00
30 YD Open R.O. Box	\$53.00	\$ 47.00
40 YD Open R.O. Box	\$62.00	\$ 55.00

Capacities in between these values (of same type) can be obtained by interpolation.
Capacities outside of these values (of same type) can be obtained by extrapolation.

**SPECIAL SERVICES RATES DETERMINED BY THE COUNTY
UNLESS OTHERWISE INDICATED INCLUDES SOLID AND VEGETATIVE WASTE
AND RECYCLING
(NOT TO BE ADJUSTED DURING TERM)**

Service	Rate per service
Rolling Out Recycling Container, with 25 or more feet per direction	\$1.20 (no charge for less than 25 feet per direction)
Rolling Out Front Load Container (and returning it to original location) ((garbage only))	\$5.00
Second Weekly Curbside Residential Garbage or Trash Collection	\$4.00 per week
Side of House Service (Residential Curbside Only)*	\$2.50
Opening (and closing) Doors or Gates	No Charge
Locks for Containers	\$10.00 (one time) Charge for Replacements based on cost +10%
Supplying (and retrofitting) locking mechanism on Container***	\$50.00
Adding wheels to or changing wheels on Containers	No Charge
Adding lids to or changing lids on Containers	No Charge
Moving Container Location Per Customer Request	No Charge
Changing Out Sizes (above twice per year)**	\$45.00
Additional Scheduled Pick-ups for Containerized Customers	Same as Applicable Commercial Collection Rates (Plus Disposal Charges)
Additional Unscheduled (Not Including “On-Call”) Pick-Ups For Commercial And Multifamily Containerized Customers	2 times Applicable Commercial Rates (Plus Regular Disposal Charges)
Special Service Or Special Equipment Required Because Of Impaired Accessibility	Negotiable
Return Roll Off Container To Same Spot Or Round Trip For Roll Off Container.	No Charge
Return Container After Service Was Stopped < 2 cubic yard	\$20.00
Return Container After Service Was Stopped > 2 cubic yard	\$60.00
Collection Of Unbundled (Loose) Yard Waste From Curbside Residential Unit.	\$15.00 Per Cubic Yard

* There will be no charge for those residents medically unable to bring Solid Waste, or Recyclable Materials to curbside as delineated in Section 4.

** The first two change outs are free to the customer

*** Determination of necessity of locking mechanisms is based on customer requirements.

NOT-TO-EXCEED RATES FOR COMMERCIAL RECYCLING COLLECTION

**SERVICE
(MAY BE ADJUSTED DURING TERM)**

Front-End Load Commercial Recycling Collection Service per collection Toters (nominal 95 Gal.) per collection	\$1.65 per cubic yard \$3.14 per cubic yard
Roll Off Container (loose or compacted)	Negotiable

**NOT-TO-EXCEED RATES FOR VEGETATIVE STORM DEBRIS COLLECTION
SERVICE
(MAY BE ADJUSTED DURING TERM)**

Cost for collecting excess vegetative storm debris after named storm events if and as directed by The Contract Administrator pursuant to Section 20.	\$14.50 per loose cubic yard and \$24.00 per compacted cubic yard
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EXHIBIT III

REPORTS

This list of reports is an attempt to summarize the reports required by this Agreement but may not be all-inclusive. Content requirements of the reports are detailed within the specific sections of the Agreement.

Section 4.B.2. Recycling Container Delivery Verification from Certificate of Occupancy List

Section 4.B.5. Residential Recycling Report

Section 5.A.1. 5th Paragraph Multifamily Recycling Report

Section 5.D.4. Commercial Recycling Report

Section 6.E. Franchise Fee (See Exhibit VI)

Section 6.I. True Up Statement Report

Section 6. J. Commercial Customers Statement

Section 6 K. Information and Documents

Section 18. Complaints and Non-Compliance List

Section 23. Performance Bonds (See Exhibit V)

Section 27. Access and Audits (See exhibit IV-1 and IV-2)

EXHIBIT IV
ANNUAL FINANCIAL REPORTING FORMAT
AND
PAYMENT SCHEDULE ADJUSTMENTS

The Contractor shall submit to the County a certified comparative operating cost statement prepared in accordance with generally accepted accounting standards for each residential and commercial operation within each Service Area. Therefore, if a Contractor has two (2) Service Areas, four (4) separate Statements of Income and Expense will need to be submitted; two (2) residential and two (2) commercial.

The Contractor shall disclose all methods of allocations used to distribute costs between Service Areas and/or commercial and residential operations. The disclosure shall be in narrative form and include the basis for the allocation method.

The Contractor shall provide a description of the expenses classified as Other Operating Expense and Other General and Administration.

The Contractor shall submit to the County any adjustments made during the annual audit that have an effect upon the previously submitted monthly revenue statements for the twelve (12) months of the Fiscal Year being audited.

Any allocations made will need to be disclosed in a narrative format, along with the basis for those allocations. Additionally, it is understood that each Contractor shall utilize the accrual basis of accounting for income and expenses. And although the County reserves the right to audit or review the information supplied, the Contractor is not required to provide an audit of the accompanying information.

Attached is the required format for financial statement reporting in accordance with this Franchise Agreement.

Information provided by the Contractor will be sufficiently detailed as determined by the Contract Administrator. For example, Revenues shall be indicated by type, such as, "Commercial Collection", "Residential Collection", "Disposal Income", etc. Similarly, Operating Expenses shall also be indicated with sufficient detail, such as, "Fees paid for MSW disposal", "Fees paid for Vegetative Waste disposal", etc. The Contractor shall submit a template for the Annual Financial Report's format to the Contract Administrator each year for review and approval prior to beginning its internal review.

(Contractor)
Statement of Income and Expenses
(Residential or Commercial) Service Area (#)
For (month, year) ended (month, year)

Revenues:

(List by type)

Commercial Collection	\$ _____	
Residential Collection	\$ _____	
Disposal Income	\$ _____	
Advance Disposal Fees	\$ _____	
Total Revenue		\$ _____

Operating Expenses:

Depreciation - Vehicles	\$ _____	
Disposal fees paid to the County (separate by materials)	\$ _____	
Franchise Fees paid to the County	\$ _____	
Advance Disposal Fees paid to the Cty.	\$ _____	
Fuel and Oil	\$ _____	
Labor and Fringe Benefits	\$ _____	
Other Operating	\$ _____	
Truck Maintenance - Labor	\$ _____	
Truck Maintenance - Parts	\$ _____	
Other (explain)	\$ _____	
Total Operating Expenses		\$ _____

General and Administrative

Salaries and Wages	\$ _____	
Officer's Salaries	\$ _____	
Other General and Administrative	\$ _____	
Total General and Administrative		\$ _____

Income before Provision for Income Taxes \$ _____

Provision for Income Taxes \$ _____

Net Income \$ _____

"The Accompanying Notes are an Integral Part of this Statement"

EXHIBIT V

COLLECTION FRANCHISE AGREEMENT

PERFORMANCE BOND REQUIREMENT

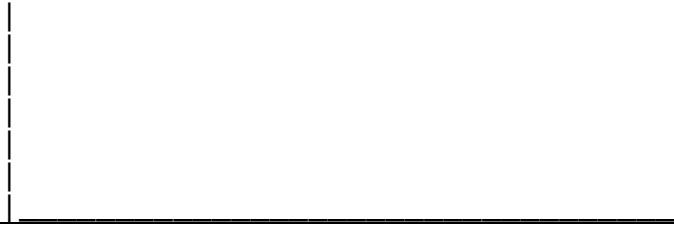
The annual performance bond due to the County from the Contractor is calculated as:

The estimated annual total collection service fees as initially accepted by the County for the first year of the Contract Term x 0.5, then rounded up to the next \$100,000.00 = Performance Bond Required

Sample Performance Bond Requirement

Total Annual Service Fees \$2,450,000

Annual Performance Bond Requirement = $0.5 \times \$2,450,000 = \$1,300,000$



BOND NO. :

PERFORMANCE BOND

1. KNOW ALL MEN BY THESE PRESENTS: That _____, the Service Provider, as Principal, and _____, Surety, located at: _____, are held and firmly bound unto the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, Solid Waste Department, 10500 Buckingham Road, Suite 200, Fort Myers, FL 33905, (239) 533-8000, a Political Subdivision of the State of Florida, as Obligee in the sum of _____ Dollars, lawful money of the United States, for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

II. WHEREAS, Principal has entered into that certain contract (hereinafter "the Contract") dated _____, with Obligee for the project known as **RFP-Solid Waste and Recycling Collection Service. Service Area 4.** in accordance with the conditions and provisions further described in the aforementioned contract, which is by reference made a part hereof.

III. THE CONDITIONS OF THIS BOND are that if Principal:

- 1. Fully, promptly, and faithfully performs the contract at the times and in the manner prescribed in the contract, and
- 2. Promptly makes payments to all claimants, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
- 3. Pays Obligee any and all losses, damages, costs and attorney's fees that Obligee sustains because of any default by Principal under the contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
- 4. Performs the guarantee of all work and materials furnished under the contract applicable to the work and materials, then this bond is void; otherwise it remains in full force.
- 5. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Contract or to work or to the specifications.

6. It is expressly understood that the time provisions and statute of limitation under Sections 255.05 and 713.23, Florida Statutes, shall not apply to this bond.
7. In no event shall the Surety be liable in the aggregate to Obligee for more than the penalty of its performance bond regardless of the number of suits that may be filed by Obligee.
8. This bond shall be renewed annually for the term of the agreement.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under several seals this _____ day of _____, 2015 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL: _____

BY: _____

Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2015, by _____
(Print or Type Name)

who has produced _____
(Type of Identification and Number)

as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

EXHIBIT VI

MONTHLY FINANCIAL REPORTING FORMAT

The Contractor shall submit to the County no later than thirty (30) days after the end of each reporting month a revenue statement prepared in accordance with generally accepted accounting standards for each curbside residential and commercial operation within each Service Area. Therefore, if a Contractor has two (2) Service Areas, four (4) separate monthly statements will need to be submitted; two (2) residential and two (2) commercial.

The Contractor shall disclose all methods of allocations used to distribute revenues between Service Areas and/or commercial and residential operations as applicable. The disclosure shall be in narrative form and include the basis for the allocation method.

The required format for monthly financial statement reporting in accordance with this franchise Agreement is shown below.

(Contractor)
Statement of Revenues and Disposal Expenses
(Curbside Residential or Commercial) Service Area (#)
For (month, year) ended (date)

Revenues: (List by type - commercial and curbside residential, including Collection rates, container rental, special service rates, etc.)	\$ _____
Total Revenue	\$ _____
Disposal Expenses: Disposal fees paid to the County*	\$ _____
Net	\$ _____
Franchise Fees (Net * .055)	\$ _____

*Only to the extent that such disposal fees are included in revenue and such inclusion can be demonstrated. The intent is that the Contractor pays its franchise fee to the County based on all of the "Collection Service Revenue" that the Contractor receives (not disposal revenue).

"The Accompanying Notes are an Integral Part of this Statement"

**EXHIBIT VII
CONTRACT PREPARATION AND TRANSITION**

Task	Deadlines	
	Minimum Start Date	Maximum Completion
Provide Transition Report outlining plan to minimize transition problems		5/28/15
Establish Equipment Yard and Office siting	5/28/15	8/28/15
Hire Operations Manager		5/28/15
Submit Residential Curbside Routing	5/8/15	5/28/15
Order/Secure Vehicles	5/28/15	8/28/15
Provide County with truck orders or verification of vehicle source(s)		5/28/15
Establish Commercial and Multifamily Container Routing	5/28/15	8/26/15
Hire Supervisors		6/25/15
Provide Final Residential Curbside Routing		6/25/15
Place order or Secure Source for Containers/provide verification to County		7/1/15
Provide Residential Curbside Route Maps to County		6/25/15
Submit Commercial Customer Service Agreement and Disclosure Notice, County Approval		7/10/15
Complete Multifamily Container and Commercial Routing		8/6/15
Provide Commercial and Multifamily Routing to County		8/10/15
Equipment Yard and Office Sited and set up		8/28/15
Office and Accounting Staff in place		8/28/15
Maintenance Staff Hired and in Place		8/28/15
Supervisors and Drivers Run Routes	8/28/15	9/30/15
Provide County with sample door-hanger and mailer for approval		9/1/15
Notification of day changes to Customers -1 door hanger, 1 mailer (first notification no earlier than 9/13/10)	9/13/15	9/24/15
Drivers Hired and in Place		9/14/15
Drivers and Supervisors Run Routes		9/30/15
Disclosure notices and invoices mailed to commercial customers		9/14/15

EXHIBIT VIII INSURANCE

The Company shall submit insurance in compliance with the Request for Proposals.

The Company shall obtain and maintain the following insurance coverage throughout the agreement period:

WORKERS' COMPENSATION

Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal Laws. In addition, the policy shall include Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$1,000,000.00 for each accident, whichever limit is greater.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and shall include minimum limits of \$2,500,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, and a Contractual Liability Endorsement. Said coverage must be on an occurrence basis.

LEE COUNTY BOARD OF COUNTY COMMISSIONERS, ITS OFFICERS AND EMPLOYEES SHALL BE INCLUDED AS AN ADDITIONAL INSURED TO THE GENERAL LIABILITY.

COMMERCIAL AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the comprehensive Automobile Liability Policy filed by the Insurance Services Office and shall include minimum limits of \$5,000,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership and be based on occurrence basis.

Cancellation - Should any of the described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named.

Certificate Holder - The certificate holder shall be made out to the Lee County Board of County Commissioners, Attn: Solid Waste Department, 10500 Buckingham Road, Suite 200, Fort Myers, FL 33903.

EXHIBIT IX

DIVISION OF SOLID WASTE

FRANCHISE AREA # 4

DESCRIPTION

(UNINCORPORATED ALVA AND EAST LEE COUNTY)

EXCLUDING HEREFROM ALL ANNEXED PROPERTIES LYING WITHIN THE INCORPORATED AREA OF THE CITY OF FORT MYERS PAST, PRESENT AND FUTURE.

BEGINNING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 27 EAST, LEE COUNTY FLORIDA; THENCE RUN WEST ALONG THE NORTHERN BOUNDARY OF TOWNSHIP 43 SOUTH, RANGE 27 AND 26 EAST TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 1, 12, 13, AND 24 OF TOWNSHIP 43 SOUTH, RANGE 25 EAST TO A POINT ON THE SOUTHERN SHORELINE OF THE CALOOSAHATCHEE RIVER; THENCE RUN SOUTHWESTERLY AND WESTERLY ALONG SAID SHORELINE TO A POINT ON THE WEST SIDE OF SECTION 4, TOWNSHIP 44 SOUTH, RANGE 25 EAST; THENCE SOUTH ALONG THE WESTERN EDGE OF SECTION 4, 9, 16, AND 21, TOWNSHIP 44 SOUTH, RANGE 25 EAST TO A POINT ON THE CENTERLINE OF STATE ROAD 82; THENCE RUN SOUTHEASTERLY ALONG STATE ROAD 82 TO A POINT ON THE EASTERN SIDE OF SECTION 36 TOWNSHIP 45 SOUTH, RANGE 25 27 EAST; THENCE RUN NORTH ALONG THE EAST LINE OF TOWNSHIP 45, 44, 43 SOUTH RANGE 27 EAST TO THE POINT OF BEGINNING.

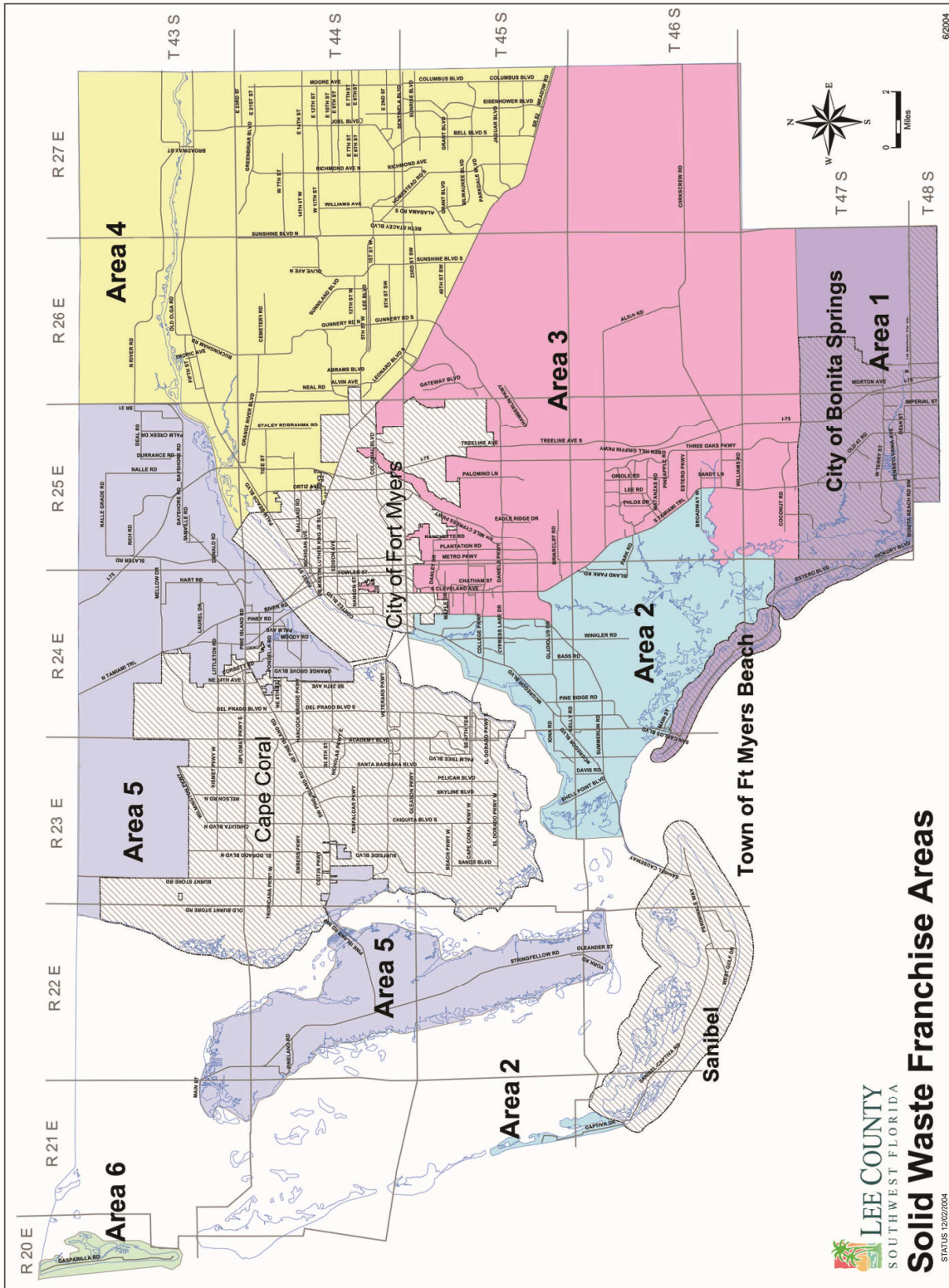


EXHIBIT "X"

Conditions Related To Automated Garbage Collection Service for Contractor-Provided 95-Gallon Wheeled Garbage Cans and the Purchase, Distribution, Maintenance, and Servicing of Same

The Contractor agrees to provide, at a minimum, and on a weekly schedule, one automated household garbage collection, one yard waste collection, and one recycling collection. The collection service for household garbage, yard waste, and recycling, for each curbside residential customer, shall be performed on the same day.

Collection of curbside residential household garbage shall be performed using automated type collection vehicles. The Contractor shall provide all labor, materials, equipment, etc., to provide a 'rotationally molded' 95-gallon, wheeled garbage cart (with connected lid) for each single-family residential curbside dwelling unit and provide automated collection service for such carts. Certain units may elect a nominal 65-gallon wheeled cart, or smaller, and Contractor will provide (or change-out) same subject to approval by the County. All other requirements of this Agreement remain as stated elsewhere including, but not limited to, unlimited garbage waste set-out, the collection of garbage from containers other than those described above, bulk waste collection, etc.

The wheeled carts for this service will be purchased and maintained by the Contractor and will be placed into service no sooner than September 10, 2015 and no later than November 15, 2015. All required replacement and additional carts will be provided by the Contractor in a timely fashion. The County will be deemed owner of all wheeled carts on September 30, 2020, including any additional carts placed into service after such date. Carts will include a hot-stamped label stating, at a minimum, "Property of Lee County" and color will be selected by the County. Cart specifications and manufacturer must be approved by the County, with such approval not to be unreasonably withheld.

The Contractor will maintain a sufficient inventory of the same 95 gallon wheeled carts for distribution to new residents and for replacement due to damage or theft. Additionally, the Contractor is required to maintain an inventory of spare parts and shall maintain carts in good working order.

New residential units receiving a certificate of occupancy during the term of this Franchise Agreement will be furnished a 95 gallon garbage cart. The Contract Administrator will notify the Contractor via a list of all homes that received a Certificate of Occupancy during the previous month. The Contractor must then deliver the 95 gallon wheeled garbage carts to such residences within seven days of such notification. The Contractor will return this list no later than the 15th day of the following month to the Contract Administrator indicating the dates the garbage cart were delivered and the name of the person(s) making the delivery next to the property addresses.

The Contractor shall be responsible for the maintenance or replacement of damaged, destroyed

or stolen garbage carts. Upon request of the resident, the Contractor shall provide one (1) replacement garbage cart for a missing or stolen cart per residential unit free of charge for the term of this Agreement. Residential property owners shall verify a stolen garbage cart by signing a statement that the garbage cart was stolen. The cost for any additional replacement carts shall be the responsibility of the residential property owner.

The Contractor shall replace and/or repair a broken cart within three (3) days when damaged by its employees, or when notified by the Contract Administrator or occupant of a dwelling unit that the garbage cart is damaged. When the Contractor's personnel observe a dwelling unit without a 95 gallon wheeled cart, the property address will be noted and submitted to the Contractor's supervisor who shall promptly schedule the delivery of a cart.

MEMORANDUM

To: PROJECT FILE, MINUTES OF MEETING
From: Procurement Management
RE: **RFP150033 – Solid Waste and Recycling Collection Services for Service Area 4**

SHORT-LIST MEETING

MEETING DATE: Wednesday January 7, 2015 TIME: 3:00PM

ATTENDEES: Tracy and William with Waste Pro, Fred Avery WCA, Jim & Ron with Advanced Disposal, Ben Prescott w/ WCA, Stephanie Kissinger w/ Waste Management

COMMITTEE MEMBERS: Pam Keyes, Lindsey Sampson, Brigitte Kantor and Keith Howard

INVITED MEMBERS: Dawn Lehnert, Bob Franceschini

PROCUREMENT ANALYST: Amy Hofschneider

At 3:00p.m. the Evaluation Selection Committee meeting was called to order by Amy Hofschneider Procurement Management Representative. Introductions were put on the record by everyone in attendance.

Meeting was then turned over to the Non Voting Chair of the Committee Pam Keyes.

Discussions were held by the committee members with respect to each submittal from five (5) firms; Advanced Disposal Services, Progressive Waste Solutions, Waste Pro of Florida, Waste Management and WCA of Florida.

Each committee member read into the record their total scores for each of the five firms and based upon the selection criteria within the RFP Solicitation all five firms were found qualified to move forward to Step Two to have their price proposals opened and considered.

The Procurement Director then opened and read into the record the total dollars bid from each line item of the submitting firms bid tabulation.

The chair then moved that price proposals be accepted for further evaluation by staff.

The chair entertained a motion that all 5 firms were deemed qualified and to move all 5 firms forward for further consideration in Step Two and have their pricing opened. The motion was made by Keith Howard and seconded by Bridgett Kantor, and then called and carried with no further questions.

The chair then requested that the department (Lindsey) prepare the bid tabulation to be presented to the board for consideration.

Attachment: Short List Final Score Card

Bid Tabulation Sheet

RFP150033
FRANCHISE HAULING AREA FOUR
Evaluation Meeting - Score Card

January 7, 2015 @ 3:00 pm

	Consultant Name	Total Score			TOTAL (Sum of Totals)	Total Average (Total/3)
		Lindsey	Keith	Bridgett		
1	Waste Pro	100	100	97	297	99
2	WCA of FL LLC	96	94	93	283	94
3	Waste Management Inc	10	95	97	292	97
4	Advanced Disposal	99	100	98	297	99
5	Progressive Waste Solutions	98	95	98	291	97

Residential Total			Alt 1	Alt 2 (same day coll)	Alt 2 (same day coll.)	Alt 3 (automated coll)	Alt 3 (automated coll)
Current	Base Price		(Base 7 year term)	5 year term	7 year term	5 year term	7 year term
Advanced Disposal	\$ 7,358,052.00		\$ 7,260,916.00	\$ 7,358,052.00	\$ 7,260,916.00	\$ 7,673,744.00	\$ 7,556,330.86
Progressive Waste Solutions	\$ 7,552,324.00		\$ 7,382,336.00	\$ 7,552,324.00	\$ 7,382,336.00	\$ 6,969,508.00	\$ 6,678,100.00
WCA	\$ 8,985,080.00		\$ 8,232,276.00	\$ 8,985,080.00	\$ 8,232,276.00	\$ 8,110,856.00	\$ 7,563,251.80
Waste Pro	\$ 7,117,640.40		\$ 6,920,940.00	\$ 7,117,640.40	\$ 6,920,940.00	\$ 7,943,296.40	\$ 7,722,312.00
Waste Management Inc.	\$ 9,349,340.00		\$ 9,130,784.00	\$ 9,349,340.00	\$ 9,134,520.00	\$ 11,073,504.00	\$ 10,798,908.00

Multifamily Total			Alt 1	Alt 2	Alt 2	Alt 3	Alt 3
Current	Base Price			5 year	7 year	5 year	7 year
Advanced Disposal	\$9,776.00		\$9,360.00	\$9,776.00	\$9,360.00	\$10,452.00	\$10,007.53
Progressive Waste Solutions	\$ 8,736.00		\$ 8,528.00	\$ 8,736.00	\$ 8,736.00	\$ 7,800.00	\$ 7,800.00
WCA	\$ 10,192.00		\$ 9,516.00	\$ 10,192.00	\$ 9,516.00	\$ 10,192.00	\$ 9,516.00
Waste Pro	\$ 9,100.00		\$ 8,892.00	\$ 9,100.00	\$ 8,892.00	\$ 10,452.00	\$ 10,139.00
Waste Management	\$ 11,960.00		\$ 11,700.00	\$ 11,960.00	\$ 11,700.00	\$ 14,768.00	\$ 14,382.00

Commercial			Alt 1	Alt 2	Alt 2	Alt 3	Alt 3
Current	Base Price			5 year	7 year	5 year	7 year
Advanced Disposal	\$ 2,043,691.05		\$ 1,992,629.20	\$ 2,043,691.05	\$ 1,992,629.20	\$ 2,043,691.05	\$ 1,992,629.20
Progressive Waste Solutions	\$ 2,653,859.78		\$ 2,649,914.78	\$ 2,653,859.78	\$ 2,649,915.00	\$ 2,653,860.00	\$ 2,649,915.00
WCA	\$ 3,311,463.50		\$ 3,307,518.50	\$ 3,311,463.50	\$ 3,307,518.50	\$ 3,311,463.50	\$ 3,307,518.50
Waste Pro	\$ 2,712,921.86		\$ 2,629,589.72	\$ 2,712,921.80	\$ 2,629,589.50	\$ 2,712,921.80	\$ 2,629,589.50
Waste Management	\$ 2,641,885.32		\$ 2,637,940.32	\$ 2,641,885.32	\$ 2,637,940.32	\$ 2,641,885.32	\$ 2,637,940.32

Totals:			Alt 1	Alt 2	Alt 2	Alt 3	Alt 3
	Base Price			5 year	7 year	5 year	7 year
Advanced Disposal	\$9,411,519.05		\$9,262,905.20	\$ 9,411,519.05	\$ 9,262,905.20	\$ 9,727,887.05	\$ 9,558,967.59
Progressive Waste Solutions	\$ 10,214,919.78		\$ 10,040,778.78	\$ 10,214,919.78	\$ 10,040,987.00	\$ 9,631,168.00	\$ 9,335,815.00
WCA	\$ 12,306,735.50		\$ 11,549,310.50	\$ 12,306,735.50	\$ 11,549,310.50	\$ 11,432,511.50	\$ 10,880,286.30
Waste Pro	\$ 9,839,662.26		\$ 9,559,421.72	\$ 9,839,662.20	\$ 9,559,421.50	\$ 10,666,670.20	\$ 10,362,040.50
Waste Management	\$ 12,003,185.32		\$ 11,780,424.32	\$ 12,003,185.32	\$ 11,784,160.32	\$ 13,730,157.32	\$ 13,451,230.32

Recommendations to the Board

Recommendation 1

Recommendation 2

Recommendations 3

Recommendations 4

***Calculations above highlighted in yellow denote mathematical errors made by contractor. Unit pricing prevails when determining corrected amount.