

B240287JJB
Lakes Park Water Quality Phase III - Construction
Douglas N. Higgens Inc.

EI Contract # _____

LEE COUNTY CONSTRUCTION CONTRACT
AGREEMENT FORM

AGREEMENT

THIS AGREEMENT ("Agreement"), effective the date the Lee County Board of County Commissioners awarded the Solicitation to the Contractor, is made and entered into by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "OWNER" or the "COUNTY" and Douglas N. Higgens Inc., a Michigan corporation, whose address is 3390 Travis Pointe Rd., Suite A, Ann Arbor, Michigan 48108, and whose Federal tax identification number is 38-1807765, hereinafter referred to as "CONTRACTOR".

In consideration of the mutual covenants herein set forth, the COUNTY and the CONTRACTOR do hereby agree as follows:

ARTICLE 1. WORK

The CONTRACTOR shall perform all the Work required by the Contract Documents (the "Work").

Scope of Work:

In full accordance with the drawings and as further elaborated in the specifications of Lee County Invitation to Bid No. B240287JJB (the "Solicitation"), a copy of which is on file with the Lee County Department of Procurement Management and is deemed incorporated into this Agreement, the CONTRACTOR shall provide the installation of an alum treatment facility, which includes the installation of housing shelters, an alum tank, pump, control panel, pipe network on lake bottom, and dispersal apparatuses at Lakes Park. Lakes Park is located at 7330 Gladiolus Dr, Fort Myers, FL 33908.

PROJECT NAME: LAKES PARK WATER QUALITY PHASE III - CONSTRUCTION

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 Four Million, Two Hundred Ninety-Four Thousand, Six Hundred dollars and zero cents. (\$4,294,600.00).

2.2 All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the CONTRACTOR on thirty (30) calendar days' prior written notice, but failure to give such notice shall be of no effect, and the County shall not be obligated under this Agreement beyond the date of termination.

ARTICLE 3. PROGRESS PAYMENTS

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

3.1 Not later than fifteen (15) calendar days following the approval of an Application for payment, up to ninety-five percent (95%) of the portion of the Contract Price properly allocated to the aggregate of labor, materials, and equipment costs collectively incorporated in the Work and up to ninety-five percent (95%) of the portion of the Contract Price properly allocated to materials and equipment suitably stored at the site or 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. In the event day fifteen (15) falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline shall fall to the next Monday or non-Lee County recognized holiday.

3.1.1 The amount of retainage withheld from each subsequent progress payment made to the CONTRACTOR may not exceed 5%.

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

4.1 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 Information, Plans and Specifications, and other Contract Documents, all of which are made a part hereof as if attached and enumerated as follows:

- 4.1.1 Lee County Invitation to Bid/Project Manual titled: Lakes Park Water Quality Phase III - Construction dated April 5, 2024.
- 4.1.2 Addendum Number 1 dated April 29, 2024.
- 4.1.3 Addendum Number 2 dated May 1, 2024.
- 4.1.4 Addendum Number 3 dated May 2, 2024.
- 4.1.5 Addendum Number 4 dated May 8, 2024.
- 4.1.6 CONTRACTOR's Bid Proposal dated May 14, 2024.
- 4.1.7 Construction Plans for Lakes Park Water Quality – Phase 3 dated March 2024.
- 4.2 The COUNTY shall pay the CONTRACTOR in accordance with the Exhibit A, Price Proposal, attached hereto and incorporated herein.
- 4.3 Public Payment and Performance Bond
- 4.4 Certificate of Insurance
- 4.5 Notice of Award
- 4.6 Documentation submitted by the CONTRACTOR prior to the Notice of Award: None.
- 4.7 CONTRACTOR's Background Screening Affidavit attached hereto and incorporated herein as Exhibit B.
- 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 paragraphs 3.5 and 3.6 of the General Conditions.
- 4.9 Revised Scope of the project that has been verified and agreed upon between the CONTRACTOR and the COUNTY is attached hereto and incorporated herein as Exhibit C. Any conflicts between the Revised Scope and any other above-mentioned documents shall be interpreted in favor of the Revised Scope.

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 Special Conditions and/or notice to proceed.
- 5.3 Final completion shall be achieved not later than the number of days specified in the Special Conditions and/or notice to proceed.

Liquidated Damages for Delay:

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 CONTRACTOR's delay (but not as a penalty), the sum of \$2,592.00 per calendar day shall be deductible from monies due to 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.

Actual Damages for Breach Other than Delay:

The CONTRACTOR shall also be liable for any Actual Damages sustained by the COUNTY due to the CONTRACTOR'S breach of this Agreement not otherwise addressed by liquidated damages. Actual Damages may include but are not limited to: costs related to supervision, inspection, rentals, testing, consulting fees, or replacement parts.

The County Manager, or designee, shall have the right to calculate and assess all appropriate damages due from the final payment request as well as retainage. However, prior to deducting damages, the COUNTY shall give the CONTRACTOR seven (7) calendar days' notice prior to submitting the adjusted amount due to the Clerk for payment. In the event of a dispute, the County Manager, or his or her designee, may negotiate the Liquidated Damages sum owed to the COUNTY by the CONTRACTOR.

ARTICLE 6. DISPUTE RESOLUTION

6.1 In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

6.2 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

6.3 Any dispute, action, or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

6.4 This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

6.5 Unless otherwise agreed in writing, the Contractor will be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1 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.

7.2 Terms used in the Agreement which are defined in the General Conditions of the Contract shall have the meaning designated in those conditions.

7.3 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.

7.4 The CONTRACTOR shall not assign or transfer any of its rights, benefits, or obligations, except for transfer that results 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.

7.5 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 judgments 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.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

DOUGLAS N. HIGGINS INC.

Signed By: Kelly A. Wilkie

Signed By: [Signature]

Print Name: Kelly A. Wilkie, Vice-President

Print Name: Daniel N. Higgins

Title: President

Date: July 12, 2024

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA

Signed By: DocuSigned by: Mike Greenwell
55F586F7224445A...

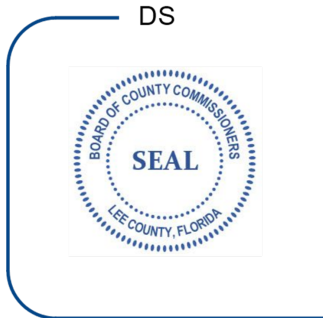
Print Name: Mike Greenwell

Title: Chair

Date: 9/11/2024 | 11:19 AM EDT

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: Signed by: Latasha Seth
7ZC37938E6744EA...
DEPUTY CLERK



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

BY: Signed by: Joseph Adams
DCCFD4580467...
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A
PRICE PROPOSAL

Lakes Park Water Quality Phase III - Construction					
Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
1	MOBILIZATION	LS	1	\$ 360,000.00	\$ 360,000.00
2	MAINTENANCE OF TRAFFIC	LS	1	\$ 70,000.00	\$ 70,000.00
3	PRECONSTRUCTION VIDEO	LS	1	\$ 8,000.00	\$ 8,000.00
4	EROSION AND SEDIMENT CONTROL	LS	1	\$ 18,000.00	\$ 18,000.00
5	EXISTING CATCH BASIN MODIFICATION	EA	1	\$ 5,000.00	\$ 5,000.00
6	BOLLARD (8" REMOVABLE W/LOCK)	EA	2	\$ 3,000.00	\$ 6,000.00
7	ROOF AND FOUNDATION FOR STORAGE TANK	LS	1	\$ 170,000.00	\$ 170,000.00
8	FENCING - TYPE B, 8-FT VINYL COATED W/ ARTIF. HEDGE WALL PANEL	LF	60	\$ 600.00	\$ 36,000.00
9	ALUM TANK FILL STRUCTURE	LS	1	\$ 80,000.00	\$ 80,000.00
10	ALUM STORAGE TANK (6,000-GAL, DBL. WALL)	LS	1	\$ 178,000.00	\$ 178,000.00
11	ALUM TREATMENT SYSTEM (PUMP, BUILDING, EI&C, WETWELL)	LS	1	\$ 1,000,000.00	\$ 1,000,000.00
12	MOTOR OPERATED VALVE (8")	EA	5	\$ 30,200.00	\$ 151,000.00
13	ALUM CONTAINMENT PIPELINE (2" POLY-FLO DBL. WALL, PE PIPE)	FT	475	\$ 170.00	\$ 80,750.00
14	DISTRIBUTION PIPELINE (6" HDPE, ANCHORED TO LAKE BOTTOM)	LF	3,718	\$ 128.00	\$ 475,904.00
15	DISTRIBUTION PIPELINE (8" HDPE, ANCHORED TO LAKE BOTTOM)	LF	6,627	\$ 148.00	\$ 980,796.00
16	FORCEMAIN RELOCATION (6" PVC)	LF	35	\$ 330.00	\$ 11,550.00
17	STORM SEWER CLEANING	LF	370	\$0.00	\$0.00
18	POND ALUM INJECTION APPARATUS	EA	15	\$ 39,000.00	\$ 585,000.00
19	ASPHALT REPAIR	LS	1	\$ 39,000.00	\$ 39,000.00
20	SOD	SY	3,300	\$ 12.00	\$ 39,600.00
BID SUMMARY					
				PROJECT TOTAL	\$4,294,600.00

EXHIBIT B

CONTRACTOR'S BACKGROUND SCREENING AFFIDAVIT



CONTRACTOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Contractor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Contractor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Contractor will be solely responsible for complying with such legal requirements. Furthermore, the Contractor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: July 12, 2024

[Handwritten Signature]

Signature

STATE OF Florida
COUNTY OF Collier

Daniel N. Higgins, President
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [] online notarization, this 12th day of July, 2024, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: personally known

Type of Identification

[Stamp/seal required]

[Handwritten Signature: Tamara Ludwig]
Signature, Notary Public

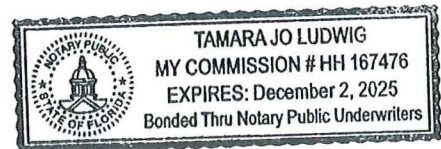


EXHIBIT C

REVISED SCOPE

1. The hip roof on the storage tank shade structure will be eliminated and replaced with a .25:12 pitch double-sloped roof. Based on feedback from the negotiation meeting that took place on May 29, 2024, the roof system and style for the precast concrete control building will remain as designed.
2. The Plasti-Fab stop logs will be eliminated and replaced with an aluminum stop log system.
3. The storm sewer cleaning will be eliminated from the scope of services under this contract.
4. If only the marine portion of work is being performed, on-site field supervision during this period will be handled by Earth Tech Enterprises, the marine contractor. A separate superintendent will not be provided by the CONTRACTOR during this portion of the work.
5. The contract time will be adjusted as follows:
 - a. A 120-day Limited Notice to Proceed (NTP) will be issued by the COUNTY for shop drawing approval and material procurement.
 - b. A separate NTP will be issued for construction and will be 240 days from the date of issuance.
6. If necessary, the CONTRACTOR and the COUNTY will work together to issue "Stop Work Notices" to address specific park impacts and specific material delivery delays such as the technical submittal approval, manufacturing, and delivery of the precast concrete control building.



AGENDA ITEM REPORT

DATE: September 3, 2024
DEPARTMENT: Natural Resources
REQUESTER: Roland Ottolini
TITLE: Award Contract to Construct Lakes Park Water Quality Improvements Phase III

I. MOTION REQUESTED

- A) Award Invitation to Bid No. B240287JJB, Lakes Park Water Quality Phase III - Construction to Douglas N. Higgins Inc., for phase three of the water quality improvement project at Lakes Park in the amount of \$4,294,600.00.
- B) Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.

II. ITEM SUMMARY

Approves awarding a contract to Douglas N. Higgins, Inc. to construct an alum treatment facility as part of the Lakes Park Water Quality Improvement Project. The primary focus will be on reducing pollutant load within the West Lake at Lakes Park. The construction of the alum treatment facility includes installing housing shelters, alum tank, pump, control panel, pipe network on lake bottom, and dispersal apparatuses. The objective of the project is to improve the quality of the water flowing from Lakes Park into Hendry Creek, which is under a BMAP from the State for Total Nitrogen. The project is budgeted in the current fiscal year.

III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other History

Procurement Management obtained bids for the project known as Invitation to Bid No. B240287JJB Lakes Park Water Quality Phase III – Construction. On the bid deadline of May 14, 2024, Procurement Management received one submittal. After conducting an analysis of the bid submissions, Douglas N. Higgins, Inc. was determined to be the responsible bidder with the lowest responsive bid.

Staff recommends awarding a contract to Douglas N. Higgins, Inc. in the amount of \$4,294,600.00.

B) Policy Issues

C) BoCC Goals

D) Analysis

The proposed project is located at 7330 Gladiolus Drive, Fort Myers, FL 33908, within the Lakes Regional Park. Excess water from Lakes Park discharge into the Hendry Creek West Branch and eventually flows into Estero Bay. The watershed of the West Branch includes the urbanized areas west of Summerlin Road and north of Lakes Park. Hendry Creek West Branch is a tributary to the Hendry Creek, which has a TMDL for total nitrogen and is currently subject to a State of Florida Basin Management Action Plan.

The objective of the project is to improve the quality of the water flowing from Lakes Park into Hendry Creek. Award of this contract will allow for construction of the necessary water quality improvements. The primary focus will be on reducing pollutant load within the West Lake at Lakes Park. The project involves construction of an alum treatment facility. Based on water conditions, the treatment facility will add alum to the West Lake. The Alum will bind with and settle out excess nutrients and algae. This will help remove approximately 3,300 pounds of nitrogen before it enters the Hendry Creek watershed. An additional benefit of this settling process is improved water clarity within the lake.

E) Options

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	\$4,294,600
B)	Is this item approved in the current budget?	Yes
C)	Is this a revenue or expense item?	Expense
D)	Is this Discretionary or Mandatory?	Discretionary
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	No
F)	Fund: CIP General Fund Program: Capital Improvement Project	

	Project: Lakes Park Phase III Account Strings: 20070930100	
G)	Fund Type?	Other: CIP General Fund
H)	Comments:	

V. RECOMMENDATION

Approve

VI. TIMING/IMPLEMENTATION

Project is anticipated to start in September, construction will be 240 days from date of notice to proceed.

VII. FOLLOW UP

ATTACHMENTS:

Description	Upload Date	Type
Douglas N Higgins Inc. Construction Contract	8/12/2024	Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Natural Resources	Tucker, Mary	Approved	8/21/2024 - 3:19 PM
Natural Resources	Ottolini, Roland	Approved	8/21/2024 - 3:29 PM
Budget Services	Guttery, Angela	Approved	8/22/2024 - 2:09 PM
Budget Services	Winton, Peter	Approved	8/23/2024 - 7:12 AM
County Attorney	Swindle, Amanda	Approved	8/23/2024 - 2:26 PM
County Manager	Mora, Marc	Approved	8/27/2024 - 2:48 PM

Certificate Of Completion

Envelope Id: 473D088FF0BB477E84AFD817362F55BD	Status: Completed
Subject: Board Approved-Routing-#B240287JJB Douglas N Higgins-Lakes Park Water Quality Improvements	
Source Envelope:	
Document Pages: 9	Signatures: 3
Supplemental Document Pages: 38	Initials: 0
Certificate Pages: 6	Envelope Originator:
AutoNav: Enabled	Connie Prevatte
Enveloped Stamping: Enabled	2115 Second St, First Floor
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	Fort Meyers, FL 33901
	cprevatte@leegov.com
	IP Address: 71.203.58.78

Record Tracking

Status: Original	Holder: Connie Prevatte	Location: DocuSign
9/5/2024 1:41:17 PM	cprevatte@leegov.com	

Signer Events

Signer Events	Signature	Timestamp
Risk	Completed	Sent: 9/5/2024 1:44:00 PM
risk@leegov.com		Viewed: 9/5/2024 1:52:40 PM
Risk Program Manager		Signed: 9/5/2024 1:52:45 PM
Self-Insured	Using IP Address: 71.208.112.162	
Signing Group: Risk Management		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

Joseph Adams	 <p>Signed by: Joseph Adams DCCFD4580467...</p>	Sent: 9/5/2024 1:56:47 PM
jadams@leegov.com		Viewed: 9/6/2024 9:59:13 AM
Assistant County Attorney		Signed: 9/6/2024 10:00:09 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 208.89.76.205	

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Supplemental Documents:	AIR A-4.pdf	Viewed: 9/6/2024 9:59:16 AM
		Read: Not Required
		Accepted: Not Required

Mike Greenwell	 <p>DocuSigned by: Mike Greenwell 55F586F7224445A...</p>	Sent: 9/6/2024 10:00:15 AM
dist5@leegov.com		Resent: 9/6/2024 11:20:31 AM
Chair		Resent: 9/6/2024 1:50:08 PM
Signing Group: District 5 - Chairman		Resent: 9/6/2024 1:51:44 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	Viewed: 9/11/2024 11:19:43 AM
	Using IP Address: 208.89.76.203	Signed: 9/11/2024 11:19:46 AM

Electronic Record and Signature Disclosure:
 Accepted: 9/11/2024 11:19:43 AM
 ID: 80acd440-9caf-4d72-8225-91dbc0f3ba9e

Signer Events	Signature	Timestamp
Latasha Seth lseth@leeclerk.org Deputy Clerk Lee Clerk Signing Group: Minutes Security Level: Email, Account Authentication (None)	Signed by:  77C37938E6744EA...  Signature Adoption: Pre-selected Style Using IP Address: 198.184.170.4	Sent: 9/11/2024 11:19:50 AM Viewed: 9/11/2024 12:09:17 PM Signed: 9/11/2024 12:16:00 PM

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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Erica Temerario etemerario@leegov.com Lauren Schaefer lschaefer@leegov.com Tina Boone tboone@leegov.com Legal Administrative Specialist, Sr Lee County BoCC Signing Group: County Attorney's Office Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 9/5/2024 1:56:48 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	9/11/2024 12:09:17 PM
Signing Complete	Security Checked	9/11/2024 12:16:00 PM
Completed	Security Checked	9/11/2024 12:16:04 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Lee County BOCC-Procurement Management (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Lee County BOCC-Procurement Management:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mpatterson@leegov.com

To advise Lee County BOCC-Procurement Management of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mpatterson@leegov.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Lee County BOCC-Procurement Management

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