

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20040928

1. REQUESTED MOTION:

ACTION REQUESTED: Approve for acceptance and filing with the Clerks Office, Minutes Department, an after-the-fact emergency under E-03-08, GES Resolution No. 03-07-08 for Contract Number 2812, relocation of existing dual path WWTP from Bonita Springs, FL to Pine Island, FL, to USFilter Daveco Products in the total not-to-exceed amount of \$402,780.66. Also approve Transfer of Funds from Reserve for Contingencies GC5890148713.509910 in the amount of \$405,000.00.

Amend the FY03/04 - FY07/08 CIP accordingly. *Q.M*
WHY ACTION IS NECESSARY: Board approval required.

WHAT ACTION ACCOMPLISHES: Provides after-the-fact approval under the emergency GES Resolution No. 03-07-08 for relocation of the existing dual path WWTP from Bonita Springs, FL to Pine Island, FL.

2. DEPARTMENTAL CATEGORY: 10
COMMISSION DISTRICT #: 5

CIOE

3. MEETING DATE:

08-03-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE
 - ORDINANCE
 - ADMIN. CODE AC-44
 - OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER:
- B. DEPARTMENT: Lee County-Public Works
- C. DIVISION/SECTION: Utilities Division
- BY: Rick Diaz, P.E., Utilities Director

DATE: *7/20/04*

7. **BACKGROUND:** On July 1, 2003, the Lee County Board of Commissioners approved Resolution No. 03-07-08, Blue Sheet No. 20030669, declaring a limited, temporary, emergency due to the acquisition of the Gulf Utilities System (GES) in South Fort Myers for the purposes of allowing the County to expedite the procurement of vendors and materials required for certain immediate improvements needed to the water and wastewater system in the public's interest and the customer's convenience.

On May 11, 2004, the Lee County Board of Commissioners approved BS No. 20040441, amending the Lee County Board of Commissioners Resolution No. 03-07-08, adding certain additional Lee County Utilities projects and extending the term of the Resolution an additional six (6) months to December 31, 2004.

Funds are available in account string: 20723948713.506540

Attachments: BS No. 20040441
Contract No. 2812
Transfer of Funds

MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

| (A) DEPARTMENT DIRECTOR | (B) PURCH. OR CONTRACTS | (C) HUMAN RESOURCES | (D) OTHER | (E) COUNTY ATTORNEY | (F) BUDGET SERVICES | | | | (G) COUNTY MANAGER |
|--|---|---------------------------|--|--|---------------------------|----------------|----------------|----------------|--|
| | | | | | OA | QM | Risk | GC | |
| <i>J. Lavender</i> Date: <i>7/20/04</i> | <i>C. Logan</i> Date: <i>7/20/04</i> | N/A Date: | <i>B. Dearborn</i> Date: <i>7/20/04</i> | <i>D. Owen</i> Date: <i>7/21/04</i> | <i>7/27/04</i> | <i>7/27/04</i> | <i>7/22/04</i> | <i>7/22/04</i> | <i>J. Lavender</i> Date: <i>7/20/04</i> |

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *7/20/04*
Time: *3:25 PM*
Forwarded To:
Budget
7/21/04 9:17 AM

RECEIVED BY
COUNTY ADMIN: *[Signature]*
7/21/04
10:15 am SLB
COUNTY ADMIN
FORWARDED TO: *[Signature]*
7/22/04
3:50 PM

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: LCU Capital Improvements DATE: 07/19/04 BATCH NO. _____

FISCAL YEAR: 03/04 FUND #: 48713 DOC TYPE: YB LEDGER TYPE: BA

TO: Lee County Utilities CIP Budget
 (DIVISION NAME) (PROGRAM NAME)

NOTE: PLEASE LIST THE ACCOUNT NUMBER BELOW IN THE FOLLOWING ORDER:
 FUND #-DEPT/DIV #-PROGRAM #-OBJECT CODE #-SUBFUND #-PROJECT#-COST CENTER #.
 (EXAMPLE: BB5120100100.503450)

| ACCOUNT NUMBER | OBJECT NAME | DEBIT |
|--------------------|---------------------------|------------|
| 20723948713.506540 | Improvements Construction | \$ 405,000 |
| TOTAL TO: | | \$ 405,000 |

FROM: Lee County Utilities CIP Budget
 (DIVISION NAME) (PROGRAM NAME)

| ACCOUNT NUMBER | OBJECT NAME | CREDIT |
|---------------------|---------------------------|------------|
| GC5890148713.509910 | Reserve for Contingencies | 405,000 |
| TOTAL FROM: | | \$ 405,000 |

EXPLANATION: Transfer funds from reserves for contingencies, to the Pine Island WWTP Expansion project.

[Signature] 7/24/04
 DIVISION DIRECTOR SIGNATURE DATE

DBS: APPROVAL DENIAL

APPROVAL DENIAL

CO. ADMIN.: APPROVAL DENIAL

BCC APPROVAL DATE _____

[Signature] 7-20-04
 DEPARTMENT DIRECTOR SIGNATURE DATE

Patricia Mills 7/22/04
 OPERATIONS ANALYST SIGNATURE DATE

[Signature] 7/22/04
 BUDGET OPERATIONS MANAGER SIGNATURE DATE

CO. ADMIN. SIGNATURE DATE

 BCC CHAIRMAN SIGNATURE

BA NO: _____ AUTH CODE: _____ TRANS DATE: _____

**Lee County Board of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20040441

1. REQUESTED MOTION:

ACTION REQUESTED: Amend Lee County Resolution No. 03-07-08, adopted on July 1, 2003, declaring a limited, temporary, emergency for the GES System acquisition which required certain, immediate and necessary improvements for the protection and convenience of the GES assets and customers; adding certain additional Lee County Utilities projects and extending the term of the Resolution.

WHY ACTION IS NECESSARY: Board of County Commissioners' approval is required for amendments to Resolutions.

WHAT ACTION ACCOMPLISHES: Allows the County to proceed with certain, immediate improvements to the GES Utility, and other necessary projects for an additional six months to December 31, 2004.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #**

A10A

3. MEETING DATE:

05-11-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER _____
 B. DEPARTMENT _____
 C. DIVISION Lee County Utilities
 BY: Rick Diaz, P.E.
 Director *[Signature]* 4/22/04

7. BACKGROUND: On July 1, 2003, the Board of County Commissioners adopted Lee County Resolution No. 03-07-08, declaring a limited, temporary emergency for the GES transition.

The adoption of an amendment to the Temporary, Limited Emergency Resolution for the Utilities Division's procurement purposes will assist in the expeditious implementation of the needed improvements at GES and other identified Lee County Utilities projects.

The proposed Resolution amending Resolution No. 03-07-08 is for the purposes of extending the time for the emergency by six (6) months to December 31, 2004, and adding additional projects in order to expedite the procurement of vendors and materials in order to fully transition the GES System and perform some emergency work on additional, identified portions of the Lee County Utilities System.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

| A Department Director | B Purchasing or Contracts | C Human Resources | D Other | E County Attorney | F Budget Services | | | | G County Manager |
|-------------------------------|------------------------------------|-------------------------|------------|-------------------------------|----------------------|---------------|-----------------|---------------|-------------------------------|
| <i>[Signature]</i> 4/22/04 | N/A | N/A | N/A | <i>[Signature]</i> 4/19/04 | OA 4/27/04 | QM 4/27/04 | RISK 4/27/04 | GC 4/27/04 | <i>[Signature]</i> 4-22-04 |

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

RECEIVED BY
 COUNTY ADMIN *[Signature]*
 04/22/04
 9:20 a.m. Sat
 COUNTY ADMIN
 FORWARDED TO *[Signature]*
 4-28-04
 7am

CO. A. 1. 4/27/04
 FORWARDED
 TO CO. ADMIN.
 S. Y. P. W.



BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: _____ (239) 335-2183

Bob Janes
District One

July 2, 2004

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

USFilter Daveco Products
1828 Metcalf Avenue
Thomasville, GA 31792
Attn: Wandell Hobbs

SUBJECT: BONITA SPRINGS WWTP RELOCATION

ENCLOSURE: Executed Copy of Construction Contract

Dear Mr. Hobbs:

Enclosed please find your executed copy of the Contract for the project known as Bonita Springs WWTP Relocation.

This letter will act as your Notice To Proceed effective July 2, 2004, pursuant to Article 5 of that certain Contract No. 2812 with Lee County. This contract number will also serve as your Purchase Order Number for this project and must be on all invoice statements. The project is to reach completion within 6 months from the Notice To Proceed date.

Sincerely,

~~Cindy Logan~~, Contracts Management Supervisor
Contracts Management

cc: Rick Diaz, Division Director
Ivan Velez, Project Manager
Kris Miller, Fiscal
Finance Department

2012

LEE COUNTY CONSTRUCTION CONTRACT

AGREEMENT FORM

Contract No. _____
Board Award Date: 5/25/2004

AGREEMENT

made as of the 25th day of MAY in year of 2004
BETWEEN the COUNTY: Board of County Commissioners, Lee County, Florida
and the CONTRACTOR:

USFilter Daveco Products
1828 Metcalf Ave
Thomasville, GA 31792

Check Appropriate Line:
Individual
Partnership
Incorporated in the
State of _____

Name and Address

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: Relocation of the existing Dual Path WWTP from Bonita Springs, FL to Pine Island, FL.

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

PROJECT NAME: BONITA SPRINGS WWTP RELOCATION

LOCATION: Lee County, Florida

ARTICLE 2. AMOUNT OF CONTRACT

2.1 The COUNTY shall pay the CONTRACTOR in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of: (express in words and numerals) Three Hundred Ninety Four Thousand Eight Hundred Eighty Three Dollars (\$394,883.00) plus 2% Public Payment and Performance Bond cost of \$7,897.66.

CONSTRUCTION CONTRACT
ARTICLE 3. PROGRESS PAYMENTS

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

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

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

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

ARTICLE 4. CONTRACT DOCUMENTS

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

4.1.1 Contractors Proposal Dated 2/11/04 Exhibit A

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

| SHEET NO. | DESCRIPTION | DATE |
|-----------|-------------|------|
|-----------|-------------|------|

NOT APPLICABLE

CONSTRUCTION CONTRACT

4.3 Public Construction 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: N/A

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.

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 agreed to through the County's Project Manager. It is agreed that completion of the contract will be (6) six months from Notice to Proceed.

5.3 Final completion shall be achieved not later than the number of days agreed to through the County's Project Manager. It is agreed that completion of the contract will be (6) six months from Notice to Proceed.

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, 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 \$1,000.00 per day shall be deducted from monies due the CONTRACTOR or paid by the CONTRACTOR to the COUNTY for each calendar day that expires after the time specified for Substantial Completion and the project fails to reach Substantial Completion.

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

CONSTRUCTION CONTRACT
ARTICLE 6. MISCELLANEOUS PROVISIONS

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

6.2 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.

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

6.4 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.

Indemnity: Contractor shall indemnify, defend and hold Owner harmless from any claim, cause of action or liability incurred by Owner as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Contractor's negligence. Contractor shall have the sole authority to direct the defense of and settle any indemnified claim. Contractor's indemnification is conditioned on Owner (a) promptly, within the Warranty Period, notifying Contractor of any claim, and (b) providing reasonable cooperation in the defense of any claim.

Limitation of Liability: Notwithstanding anything else to the contrary, Contractor shall not be liable for any consequential, incidental, special, punitive or any other indirect damages. Seller's total liability arising at any time from the sale or use of the equipment shall not exceed 3 times the contract value.

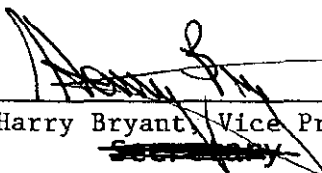
Warranty: Contractor warrants to Owner that the equipment shall materially conform to the description in Contractor's Documentation and shall be free from defects in material workmanship. If Owner gives Contractor written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Contractor shall, as its sole option and as Owner's sole remedy, repair or replace the subject parts or refund the purchase price. If Contractor determines that any claimed breach is not, in fact, covered by this warranty, Owner shall pay Contractor its then customary charges for any repair or replacement if made by Contractor at Owners election. Contractor's warranty is conditioned on Owner's (a) operating

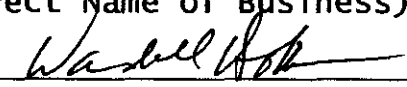
CONSTRUCTION CONTRACT
ARTICLE 6. MISCELLANEOUS PROVISIONS Continued)

and maintaining the Equipment in accordance with Contractor's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Contractor. Contractor's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Contractor). THE WARRANTY SET FORTH IN THIS SECTION ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 6.4 OF THIS CONTRACT. CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURCHASE.

In witness whereof, the COUNTY and CONTRACTOR have signed this agreement in quadruple. One counterpart has been retained by the Clerk of the Board of County Commissioners; one to the Project Sponsoring Department, one has been delivered to Lee County Contracts Management, and to 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.

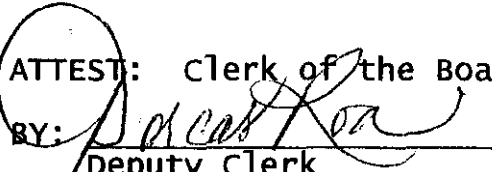

signed, sealed, and delivered in the presence of:

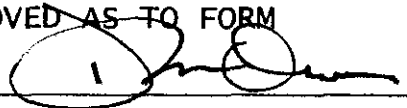


Harry Bryant Vice President of Operations
~~Secretary~~
U.S. Filter/Davco Products
(Correct Name of Business)
BY: 
Wandell Hobbs
Contracts Officer
Title
Date: 06/14/04

(Corporate Seal)

BOARD OF COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA

ATTEST: Clerk of the Board
BY: 
Deputy Clerk
BY: 
Chairman
Date: 6/20/04

APPROVED AS TO FORM
BY: 



1. Know all men by these presents that USfilter Davco Products, 1828 Metcalf Ave., Thomasville, GA 31799, (229) 226-5733 hereinafter referred to as the CONTRACTOR, as principal, and Westchester Fire Insurance Company, a corporation hereinafter called Surety, located at: 16625 Redmond Way, Suite M-13, Redmond, WA 98052 are held and firmly bound unto Lee County Board of County Commissioners, P O Box 398, Fort Myers, FL 33901, (239) 335- 2183, Political Subdivision of the State of Florida as obligee, in the full and just sum of Three Hundred Ninety Four Thousand Eight Hundred Eighty Three (\$394,883.00) Dollars, 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, also referred to herein as the OWNER, dated the day of March 12, 2004, for: Legal Description - BONITA SPRINGS WWTP RELOCATION whose address is 500 Monroe Street, 4th Floor, Fort Myers, FL 33901 for the project known as Bonita Springs WWTP Relocation, with conditions and provisions as are further described in the aforementioned contract, which Contract is by reference made a part hereof for the purpose of explaining 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, to include, Form(s) of Contract Bond(s), 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 said OWNER against and from all costs, expenses and damages, including litigation cost 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.

3.2 The undersigned shall promptly make payment 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.

CONSTRUCTION CONTRACT
PUBLIC CONSTRUCTION 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 on the completion of the contract, and the sum which the OWNER may be or was obligated to pay for the completion of said Work by the CONTRACTOR or otherwise, including any damages, liquidated or delay, direct or indirect, or consequential, which the OWNER may sustain by reason of failure of the CONTRACTOR to properly and promptly perform and abide by all of the provisions o said Contract.

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 affect their obligation on this Bond, and the Surety does hereby expressly waive Notice of any such changes, extensions of time, alteration or addition, so long as the fundamental nature of the work on the project is not changed.

3.5 Subject to the OWNER'S priority, claimants covered by Section 713.01 of the Florida Statutes shall have a direct right of action against the Principal and Surety under this obligation, after written notice 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 requirement and time limitations of section 255.05 of the Florida Statutes.

3.6 The CONTRACTOR and the Surety shall save 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 a period of one (1) year from the date of express acceptance of the project by the owner providing, however, that upon completion of the Work, the amount of this bond shall automatically be reduced to 100%.

3.7 This public construction bond shall be governed by the laws, rules, and regulations of the State of Florida. Any claims or suits instituted under this bond shall be governed by the law of the State of Florida.

SIGNED and sealed this, the 14th day of April, 2004

CONTRACTOR, As Principal:

WITNESS

USFilter Davco Products

Firm Name



Signature

By:  (SEAL)

Signature

Harry Bryant, Vice President of Operations

Wandell Hobbs/Contracts Officer

Type Name and Title

Type Name and Title

CONSTRUCTION CONTRACT
PUBLIC CONSTRUCTION BOND (CONTINUED)

COUNTERSIGNED

Juli A. Russell

Title Juli A. Russell - Resident Agent

STATE OF California

COUNTY OF Orange

CITY OF Newport Beach
Westchester Fire Insurance Company
Name

16625 Redmond Way, Suite m-13
Address

Redmond, WA 98052

Redmond, WA 98052
City, State, Zip Code

Betty Walker

Power-of-Attorney Signature Betty Walker

BEFORE me, a Notary Public, duly commissioned, qualified and acting personally, appeared:

Betty Walker

to me well-known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for Westchester Fire Insurance Company, as Surety, and that he has been authorized by said surety to execute the foregoing Public Construction Bond on behalf of the (CONTRACTOR) Principal named therein in favor of the OWNER.

The foregoing instrument was signed and acknowledged before me this 13th day of April, 2004, by Betty Walker who has produced personally known as identification.
(Type of Identification and Number)

Notary Public Signature
Kathy Mair

Printed Name of Notary Public

1302377---- May 22, 2005
Notary Commission Number/Expiration

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On APR 14 2004 before me, Kathy R. Mair, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Betty Walker,
NAME(S) OF SIGNER(S)

personally know to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Kathy R. Mair
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Betty Walker

- Individual
- Corporate Officer - Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

| |
|--|
| RIGHT THUMBPRINT OF SIGNER Top of thumb here |
| |



804850

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on November 8, 1999, to wit:

"RESOLVED: that the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President, any Senior Vice President, any Vice President, and Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorneys-In-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
(2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
(3) The signature of the President, or a Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
(4) Such other Officers of the Company, and Attorneys-In-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
(5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors."

Does hereby nominate, constitute and appoint IRENE LAU, KATHY R. MAIR and BETTY WALKER all of the City of Newport Beach, State of California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Fifteen Million Dollars (\$15,000,000) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 14th day of January, 2004.



WESTCHESTER FIRE INSURANCE COMPANY

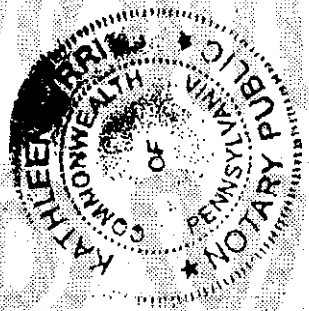
Handwritten signature of Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 14th day of January, A.D. 2004, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



NOTARIAL SEAL
Kathleen Tirri, Notary Public
Philadelphia, Philadelphia County
My commission expires September 22, 2007

Handwritten signature of Kathleen Tirri

Notary Public

I, the undersigned Secretary of WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this APR 14 2004 day of



Handwritten signature of George D. Mulligan

George D. Mulligan, Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER January 14, 2006

**POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM INSURANCE COVERAGE**

| | | | |
|---|---------------------------|---------------------------------------|-------------------------------|
| Named Insured US Filter Wastewater Group, Inc. | | | Endorsement Number One |
| Policy Symbol K | Policy Number 07023844 | Policy Period 03/12/04 TO 03/12/06 | Effective Date of Endorsement |
| Issued By (Name of Insurance Company) Westchester Fire Insurance Company | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

You should be aware that under the Terrorism Risk Insurance Act of 2002 ("The Act") effective November 26, 2002, any losses caused by certified acts of terrorism under your existing coverage may be partially reimbursed by the United States under a formula established by federal law (applicability is subject to the terms and conditions of each individual policy). The Act was specifically designed to address the ability of businesses and individuals to obtain property and casualty insurance for terrorism and to protect consumers by addressing market disruptions and ensure the continued availability of terrorism coverage.

Under the terms of The Act, you may now have the right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Responsibility for Compensation under The Act is shared between insurance companies covered by The Act and the United States. Under the formula set forth in The Act, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible, which is paid by the insurance company providing the coverage.

We are providing you with the terrorism coverage required by The Act. We have not established a separate price for this coverage; however the portion of your annual premium that is reasonably attributable to such coverage is: \$0.00.

Authorized Agent

WESTCHESTER FIRE INSURANCE COMPANY

Home Office: 1601 Chestnut St. TLP33M, Philadelphia, PA 19103

SURETY RIDER

To be attached to and form a part of bond number K07023844 dated April 14, 2004 executed by USFilter Dayco Products, as Principal, and Westchester Fire Insurance Company as Surety, in favor of Lee County Board of County Commissioners, as Obligee.

In consideration of the premium charged, it is hereby agreed that:

The bond amount increased

From: Three hundred ninety four thousand eight hundred eighty three and no/100 (\$394,883.00) dollars

To: Four hundred two thousand seven hundred eighty and 66/100 (\$402,780.66) dollars

Provided, however, that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or warranties of the above-mentioned bond, other than as stated above.

Signed, sealed and dated June 11, 2004.

Westchester Fire Insurance Company

(Surety)

By: _____


Irene Lau, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On JUN 11 2004 before me, Betty Walker, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC

personally appeared Irene Lau
NAME(S) OF SIGNER(S)

personally know to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Betty Walker
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Irene Lau

- Individual
- Corporate Officer - Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

| |
|--|
| RIGHT THUMBPRINT OF SIGNER Top of thumb here |
|--|

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY



1060703

04850

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on November 8, 1999, to wit:

"RESOLVED, that the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President, any Senior Vice-President, any Vice-President, and Assistant Vice-President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the President, any Senior Vice-President, any Vice-President or any Assistant Vice-President may appoint and authorize any other Officer (elected or appointed) of the Company, as Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
(2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
(3) The signature of the President, or a Senior Vice-President, or a Vice-President, or an Assistant Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
(4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
(5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors."

Does hereby nominate, constitute and appoint IRENE LAU, KATHY R. MAIR and BETTY WALKER all of the City of Newport Beach, State of California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Fifteen Million Dollars (\$15,000,000) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has herunto subscribed his name and affixed the corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 5th day of May 2004.

WESTCHESTER FIRE INSURANCE COMPANY

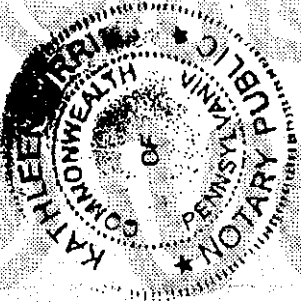


Signature of Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 5th day of May, A.D. 2004, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



NOTARIAL SEAL
Kathleen Tiri, Notary Public
Philadelphia, Philadelphia County
My commission expires September 22, 2007.

Signature of Kathleen Tiri, Notary Public

I, the undersigned Secretary of WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this ___ day of

JUN 11 2004



Signature of George D. Mulligan, Secretary

George D. Mulligan, Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER May 5, 2006

Exhibit A

USFilter

From the office of: **Earl Griner**

| | | |
|-----------------------|-----------|--------------|
| DAVCO PRODUCTS | TELEPHONE | 229-227-8779 |
| 1828 METCALF AVE | FACSIMILE | 229-228-0312 |
| THOMASVILLE, GA 31792 | | |

2/11/04

Lee County
1500 Monroe Street
Fort Myers, FL 33901

Attn.: Ivan Velez
Ref.: Relocation of Bonita Springs WWTP to Pine Island Rev.1

Dear Ivan,

Please find the attached revised proposal for the scope of work that is outlined for Lee County, rehab proposal number 030424-A1. We have included an add price to convert the existing 29' 3" diameter center tank into a circular type clarifier which will match the existing clarifiers at Pine Island. This add price also includes new diffuser assemblies to match the existing diffusers at Pine Island which will allow you to use the same blowers that you now have at Pine Island. We would also tie this plant into the stand-alone clarifier so you would have the option to use either or both clarifiers as the flows increased. We have attached a drawing showing the required field piping that Lee County would be responsible for. There would be three underground pipelines required. Influent line, effluent line and drain line. These lines would need to be stubbed up about one foot above grade. We would bring the piping to that point 12" beyond the tank wall and at a later date the piping could be tied in. We can also provide tank nozzles to tie the effluent into the tank so it can be used as effluent storage until its put on line.

If you should have any questions please feel free to give me a call at 1-800-841-1550.

Sincerely,
USFilter
Davco Products

Earl Griner

Earl Griner
Rehab/Retrofit Sales Representative



A COMPLETE LINE OF SEWAGE HANDLING AND TREATMENT EQUIPMENT

**DAVCO PRODUCTS, a division of
UNITED STATES FILTER CORPORATION
P.O. BOX 2100 - 1828 METCALF AVE.
THOMASVILLE, GEORGIA 31799
PHONE: (229-226-5733)**

EQUIPMENT PROPOSAL AND PURCHASE ORDER

TO: Lee County
1500 Monroe Street
Fort Myers, FL 33901

Attn.: Ivan Velez

DATE: 2/11/04

PROPOSAL NUMBER: 030424-A1

PROJECT NAME: Pine Island WWTP Relocation

Davco Products, an organizational unit of United States Filter Corporation, a Delaware Corporation, (hereinafter called "Davco Products") is pleased to propose that you make an offer to buy by completing, signing, and sending to us the attached purchase order. Upon our written acceptance of the purchase order it will constitute a contract between us.

Submitted by: *Carl Griner*
USFilter Davco Products Representative

DATE: 2/11/04

PROPOSAL NO: 030424-A1

PROJECT NAME: Pine Island WWTP Relocation

USFilter Davco Products proposes to furnish labor, supervision, expandable materials, equipment and new materials to perform the scope of work listed below:

- I. **Scope of Work to relocate the existing Dual Path WWTP from Bonita Springs FL. to Pine Island Fl. The existing plant has an 89' 3" outer wall, a 29' 3" inner wall and four partition walls. Old Davco Job # was 9820. This Proposal is for relocating the existing plant as is. Any items (that is determined by customer) that needs to be replaced will be done for an add price. No extra work will be done without customer approval.**
 - A. **Cut down and dismantle the existing steel field erected waste water treatment plant which consist of a 89' 3" diameter outer wall, a 29' 3" diameter inner wall (digester tank), four partition walls, two clarifier assemblies, sludge, scum and supernatant assemblies, diffuser assemblies, stairway, walkways, handrails and misc. piping.**
 - B. **Load all materials and ship to Pine Island job site.**
 - C. **Off load materials at Pine Island Site.**
 - D. **Furnish and install base ring channels for new concrete slab.**
 - E. **Furnish all materials and install new 12" thick concrete slab, 93' 3" diameter. Customer will furnish site prepared to support the weight of the equipment.**
 - F. **Erect the existing plant on new concrete slab.**
 - G. **Brush blast the entire plant with the rusted areas being blasted to near white and then coat the interior of the plant with 6-8 mils of coal tar epoxy and the exterior with 3 mils of epoxy paint. Exterior color to match existing plant at Pine Island.**
 - H. **The existing influent box and piping will not be reinstalled.**
 - I. **The existing blowers, generator and controls will be removed from existing site and stored at the Pine Island site. These items will not be reinstalled at this time.**

DATE: 2/11/04

PROPOSAL NO: 030424-A1

PROJECT NAME: Pine Island WWTP Relocation

II. The following items are not included.

- A. Site preparation**
- B. Blower installation**
- C. Generator installation**
- D. Electrical**
- E. Piping beyond 12" of outer wall**
- F. Permits**
- G. Demolition of existing slab at Bonita Springs site**
- H. Demolition of any piping beyond the outer wall of the existing plant**
- I. Any Items not specifically mentioned above**

III. Price

- A. Price to perform the scope of work listed above = \$337,163.00**

- B. Add price to convert the existing 29' 3" diameter center tank into a circular type clarifier, which will match the existing clarifiers at Pine Island. This add price also includes new diffuser assemblies to match the existing diffusers at Pine Island which will allow you to use the same blowers that you now have at Pine Island. We would also tie this plant into the stand-alone clarifier so you would have the option to use either or both clarifiers as the flows increased. Add Price = \$57,720.00**

TAXES NOT INCLUDED

We have attached a drawing showing the required field piping that Lee County would be responsible for. There would be three underground pipelines required. Influent line, effluent line and drain line. These lines would need to be stubbed up about one foot above grade. We would bring the piping to that point, 12" beyond the tank wall and at a later date the piping could be tied in. We can also provide tank nozzles to tie the effluent into the tank so it can be used as effluent storage until its put on line.

DATE: 2/11/04

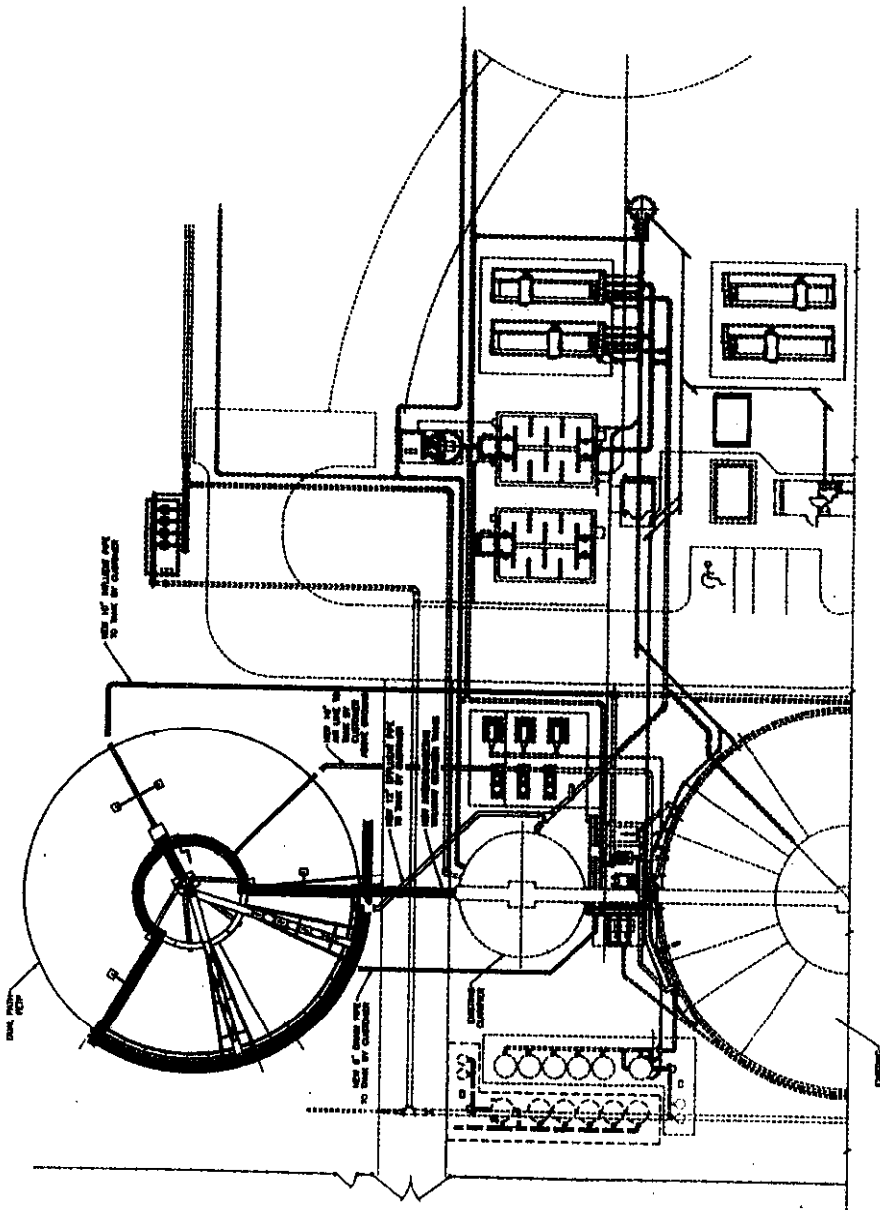
PROPOSAL NO: 030424-A1

PROJECT NAME: Pine Island WWTP Relocation

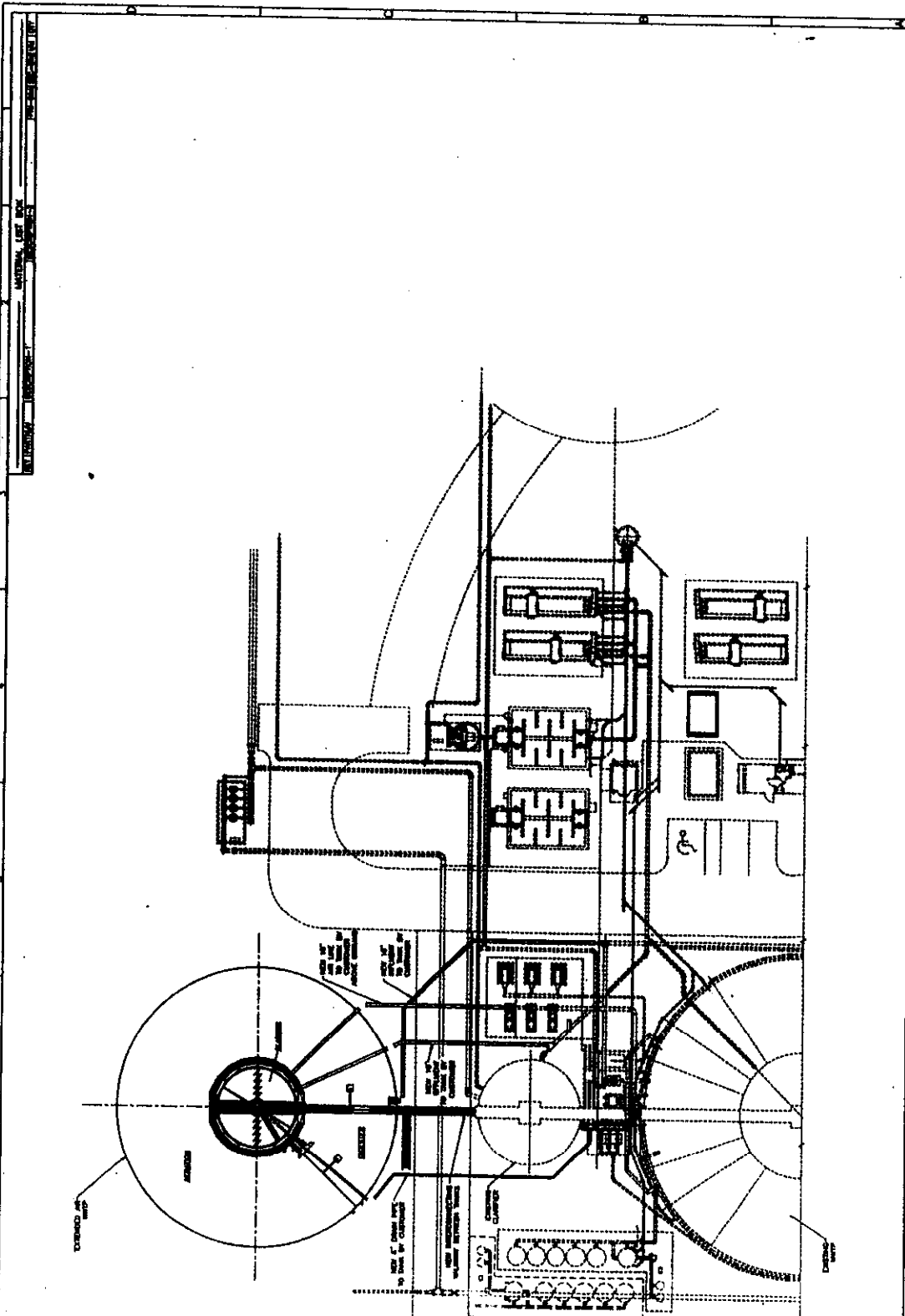
IV. Terms and Conditions

- A. The attached terms and conditions are a part of this proposal.**
- B. Site Preparation of the subject tank site will be the responsibility of the Buyer and is not included in this proposal. The Buyer is responsible for providing soil strength beneath the tank to have a minimum bearing capacity of 2,500 PSF as determined by a competent soils-foundation engineer. Site must be graded to within plus or minus one inch of required elevation to a minimum of five (5) feet beyond tank slab.**
- C. USFilter / Davco erection responsibility begins at the point of flow into the existing erected equipment and ends at the point of flow from the existing erected equipment. Connections to and from the existing erected equipment is not by USFilter / Davco Products.**
- D. Customer is responsible to have existing tank drained and cleaned out when USFilter / Davco crew arrives on site.**

DATE: 03/23/00
 DRAWN BY: J. J. [unreadable]
 CHECKED BY: [unreadable]



| | |
|---|----------|
| PRELIMINARY SITE LAYOUT OPTION 1 | |
| PINE ISLAND DIVISION | |
| USFilter <small>WATER PURIFICATION SYSTEMS</small> <small>10000-100-1000</small> | |
| SHEET NO. 03243 | OF 1 000 |



| | |
|-------------------------------------|----------------------|
| PRELIMINARY SITE LAYOUT OPTION 2 | |
| PINE ISLAND DIVISION | |
| | |
| DATE: 03/21/08 | DRAWING NO.: 03247 |
| SHEET NO.: 1 | OF 1 |
| SCALE: 1" = 100' | DATE: 03/21/08 |
| DRAWN BY: [Name] | CHECKED BY: [Name] |
| PROJECT NO.: [Number] | SHEET TITLE: [Title] |



NOTICE OF COMMENCEMENT

INSTR # 6328244
OR BK 04342 Pgs 3550 - 3551; (2pgs)
RECORDED 06/22/2004 02:37:59 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
DEPUTY CLERK L Ambrosio

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED HEREBY INFORMS YOU THAT IMPROVEMENTS WILL BE MADE TO CERTAIN REAL PROPERTY, AND IN ACCORDANCE WITH CHAPTER 713.13 OF THE FLORIDA STATUTES, THE FOLLOWING INFORMATION IS STATED IN THIS NOTICE OF COMMENCEMENT.

DESCRIPTION OF THE PROPERTY: STRAP #: 14 45 22 00 0000.0020 BONITA SPRINGS WWTP RELOCATION TO PINE ISLAND WASTEWATER TREATMENT PLANT - 6090 Master Landing Dr. Fort Myers, FL

GENERAL DESCRIPTION OF IMPROVEMENTS: RELOCATION OF THE EXISTING DUAL PATH WWTP FROM BONITA SPRINGS, FL TO PINE ISLAND, FL.

OWNER - LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDRESS - P.O. BOX 398, LEE COUNTY COURTHOUSE, FORT MYERS, FLORIDA
OWNER'S INTEREST IN SITE OF THE IMPROVEMENT - SOLE OWNER AND THE FEE SIMPLE TITLE HOLDER

NAME AND ADDRESS OF THE CONTRACTOR: usFILTER Daveco Products - 1828 Metcalf Avenue, Thomasville, GA 31792

NAME AND ADDRESS OF THE SURETY ON THE PAYMENT BOND, IF ANY:
Westchester Fire Insurance Company, 16625 Redmond Way, Suite M-13, Redman, WA 98052

AMOUNT OF BOND: \$402,780.66

NAME AND ADDRESS OF PERSON WITHIN THE STATE OF FLORIDA DESIGNED BY OWNER UPON WHOM NOTICES OR OTHER DOCUMENTS MAY BE SERVED AS PROVIDED IN CHAPTER 713.13, FLORIDA STATUTES:

NAME - LEE COUNTY CONTRACTS MANAGEMENT

ADDRESS - P.O. BOX 398, FORT MYERS, FL 33902

Cindy Logan
LEE COUNTY BY THE BOARD OF COUNTY COMMISSIONERS, OWNER
Cindy Logan, Contracts Manager

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 22nd day of June, 2004, by Cindy Logan
(Print or Type Name)

who has produced Personally Known as identification.
(Type of Identification and Number)

Gail M. Orio
Notary Public Signature

Gail M. Orio
Printed Name of Notary Public

DD327810 6/10/08
Notary Commission Number/Expiration

