

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

Blue Sheet No. 20050941-UTL

1. Action Requested/Purpose:

Authorize the Chairman on behalf of the BOCC to accept and execute the accompanying *Release for Property Damage*, a 100% settlement of \$55,980.14 from Nationwide Mutual Fire Insurance Company to cover the cost of repairs to electrical equipment purchased by Lee County Utilities that was damaged by a subcontractor.

2. What Action Accomplishes:

Allows County to receive payment for a claim filed by an electrical subcontractor, Best Electric Construction, Inc. for the cost of repairing damages to electrical switchgear equipment; and removes an obstacle to closing out the Airport Haul Reservoir project.

3. Management Recommendation:

Lee County Utilities and County Attorneys Office recommend approval of this item.

4. Departmental Category: 10

C10K

5. Meeting Date:

08-02-2005

6. Agenda:

- Consent**
- Administrative**
- Appeals**
- Public**
- Walk-On**

7. Requirement/Purpose (specify)

- Statute**
- Ordinance**
- Admin. Code**
- Other:**
- Execution of Release**

8. Request Initiated:

Commissioner
Department Public Works
Division Utilities
By: *[Signature]*
6-29-05 **Rick Diaz, P.E., Director**

9. Background:

Lee County Utilities used a direct purchase order to buy an electrical switchgear to save the cost of the sales tax for the Airport Haul Reservoir project. The equipment was to be installed by the electrical subcontractor, Best Electric Construction, Inc.

While offloading the equipment the subcontractor, Best Electric, dropped the switchgear and had to have it repaired. Best Electric filed a claim with their insurance company, Nationwide Mutual Fire Insurance Company. Nationwide is seeking a Property Damage Release from the damaged party prior to paying the claim. Since Lee County Utilities purchased the equipment, the insurance company sees Lee County Utilities as the damaged party. In order to settle the claim, the accompanying release must be signed by Lee County clearing the way for payment from the insurance company to the firms that repaired and tested subject equipment. The equipment has been installed and is operating properly.

Attachments: Property Damage Release (2 Originals).

10. Review for Scheduling

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i> Lavender Date: <i>6-30-05</i>	Date:	N/A Date:	<i>[Signature]</i> J. Laracuente Date: <i>6/29/05</i>	S. Coovert Date:	<i>[Signature]</i> 7/5/05	<i>[Signature]</i> 7/6/05	<i>[Signature]</i> 7/6/05	<i>[Signature]</i> 2/11/05	<i>[Signature]</i> J. Lavender Date: <i>6-30-05</i>

11. Commission Action:

- Approved**
- Deferred**
- Denied**
- Other**

Rec. by CoAtty
 Date: *7/5/05*
 Time: *2:00*
 Forwarded To:
Adm. 7/15/05

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
7-5-05
430
 COUNTY ADMIN
 FORWARDED TO: *[Signature]*
7/13/05
9 AM

PROPERTY DAMAGE RELEASE

LEE COUNTY, a political subdivision and charter county of the State of Florida, active, by and through its Board of County Commissioners, the governing body thereof, hereby accepts from NATIONWIDE MUTUAL FIRE INSURANCE COMPANY the settlement of fifty-five thousand nine hundred eighty and 14/100 dollars (\$55,980.14) to be paid on behalf of Lee County as follows: \$52,808.14 payable to Cummins Southeastern Power, Inc. in payment of invoice #080-79185, and \$3,172.00 payable to Electrical Reliability Services, Inc. in payment of invoice #101282.

As consideration for such payment Lee County Board of County Commissioners hereby releases and forever discharges Nationwide Mutual Fire Insurance Company, [claim number 77 09 PR 335114 02042005 51], and Best Electrical Construction, Inc., its agents, servants, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations or partnerships of and from any and all property damage claims, actions, causes of actions, demands, rights, damages, costs, loss of service, expenses, and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage and the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about February 4, 2005, at or near Daniels Road, Fort Myers, Florida 33013.

The undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, on account of the damages above-mentioned, and for the express purpose of precluding forever any further or additional claims relating to property damage arising out of the aforesaid accident.

DATED this ____ day of _____, 2005.

ATTEST: CHARLIE GREEN CLERK
OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chair

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

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DATED this ____ day of _____, 2005.

ATTEST: CHARLIE GREEN CLERK
OF COURTS

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Chair

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney