

**AGREEMENT FOR
CONCRETE READY MIX**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Kuhlman Concrete, LLC, a Florida limited liability company, whose address is 2690 Rockfill Road, Ft. Myers, FL 33916, and whose federal tax identification number is 13-4312279, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase various concrete ready mix products from the Vendor (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B170390JTM on July 11, 2017; and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products; and,

WHEREAS, the County posted a Notice of Intended Decision on November 7, 2017; and,

WHEREAS, the Vendor has reviewed the products to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products in accordance with its terms.

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

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products for the Purchase in accordance with the product Specifications made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B170390TJM, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for a period of one-year. The County reserves the right to renew this Agreement for up to three (3) additional one (1)-year periods, upon mutual written agreement of both parties.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. B170390TJM, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. 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 Vendor on thirty (30) 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.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional product or products provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional products provided as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C

These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. 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.

- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. 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.
- D. 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.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit A or B and of the most suitable grade for the purpose intended).
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under

this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

[Continued on next page.]

Vendor's Representative:

Name: Tim Goligoski

Title: President

Address: 1845 Indian Wood Circle
Maumee, OH
43537

Telephone: 419-897-6000

Facsimile: 419-897-6061

E-mail: tgoligoski@kuhlman-corp

County's Representatives:

Names: Roger Desjarlais Mary Tucker

Titles: County Manager Director of Procurement Management

Address: P.O. Box 398
Fort Myers, FL 33902

Telephone: 239-533-2221 239-533-8881

Facsimile: 239-485-2262 239-485-8383

E-Mail: rdesjarlais@leegov.com mtucker@leegov.com

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. County's Purchase Order
 - 3. Solicitation No. B170390TJM
 - 4. Vendor's Submittal in Response to Solicitation No. B170390TJM

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

WITNESS:

Kuhlman Concrete, LLC

Signed By: Shelley DeStasio

Signed By: Timothy L. Galiposki

Print Name: Shelley DeStasio

Print Name: Timothy L. Galiposki

Title: President

Date: 12/15/17

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 2-5-18

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]

Commissioner Cecil L. Pendergrass
Lee County Board of County Commissioners
District 2



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

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SPECIFICATIONS

The Vendor shall furnish and deliver concrete products to the County on an as-needed basis in accordance with this Agreement and Solicitation No. B170390TJM.

DELIVERY REQUIREMENTS

Concrete products shall be delivered at designated sites as needed within Lee County as requested. The County reserves the right to pick up any of these concrete products as needed. If Vendor circumstances will result in a later than scheduled delivery time, the Vendor shall notify the County's contact person pertaining to the order no less than two (2) hours prior to the originally scheduled delivery time. Upon receipt of the notification, the County may elect to:

- 1) Accept a revised delivery time.
- 2) Cancel the order and order from alternate vendor.
- 3) Reschedule the order.

In the event the vendor does not notify the County of a delay within the two (2)-hour pre-delivery time, the County may reject the product at the job site. For any rejected order, the products shall be removed from the job site and transported by the Vendor back to the Vendor's facility at no expenses or charges to the County. Any products ordered that are retained by the County for any reason, whether pertaining to a late delivery timeframe or not, shall be paid for by the County and invoiced accordingly.

For Ready-Mix Concrete DOT Certified for bridges line items only, the vendors must comply with Section 346 of THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS SPECIFICATIONS FOR BRIDGE AND ROADWAY CONSTRUCTION, for DOT certified concrete.

Deliveries are required within 24 hours for all orders.

DESIGNATED CONTACT

The Vendor has appointed the following person or persons to act as a primary contact with the County. This person or designee shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved in this Agreement.

Name: Pat Ferry
Phone Number: 239-334-3111
Email Address: pferry@kuhlman-corp.com
Cell Phone Number: 239-220-4380

In the event of major breakdowns or natural disasters, the Vendor has designated the following contact person, who shall afford the County access 24 hours per day, 365 days per year, to the products covered by this Agreement. If the Vendor cannot comply with the delivery requirements as stated herein, or in the case of an emergency such as a natural disaster, the County reserves the right to purchase the material listed in this Agreement outside of the awarded contract(s).

**EXHIBIT B
FEE SCHEDULE**

The Vendor is the primary vendor for the products listed below. The County shall order from the primary vendor first; then, if the primary vendor is unable to provide the product in the time required, the County may order the product from the secondary vendor.

Item	Description	Awarded: Primary or Secondary	Unit Cost
1	Ready-Mix Concrete 3000 PSI –delivered FOB Destination Countywide (excluding Sanibel/Captiva and Boca Grande)	Primary	\$92.50/CY
2	Ready-Mix Concrete 3000 PSI –delivered FOB destination Sanibel/Captiva	Primary	\$107.50/CY
4	Ready-Mix Concrete 3000 PSI – for plant pickup	Primary	\$77.50/CY
5	Ready-Mix Concrete 3500 PSI -delivered FOB destination Countywide (excluding Sanibel/Captiva and Boca Grande)	Primary	\$95.75/CY
6	Ready-Mix Concrete 3500 PSI –delivered FOB destination to Sanibel/Captiva	Primary	\$110.75/CY
8	Ready-Mix Concrete 3500 PSI –for plant pickup	Primary	\$80.75/CY
9	Ready-Mix Concrete 4000 PSI -delivered FOB destination Countywide (excluding Sanibel/Captiva and Boca Grande)	Primary	\$98.75/CY
10	Ready-Mix Concrete 4000 PSI -delivered FOB destination to Sanibel/Captiva	Primary	\$113.75/CY
12	Ready-Mix Concrete 4000 PSI – for plant pickup	Primary	\$83.75/CY
13	Ready-Mix Concrete 5000 PSI delivered FOB destination Countywide (excluding Sanibel/Captiva and Boca Grande)	Primary	\$109.25CY
14	Ready-Mix Concrete 5000 PSI delivered FOB destination to Sanibel/Captiva	Primary	\$124.25/CY
16	Ready-Mix Concrete 5000 PSI- for plant pickup	Primary	\$94.25/CY
25	Pump Mix 3000 PSI-delivered FOB destination Countywide (excluding Sanibel/Captiva and Boca Grande)	Primary	\$97.75/CY
26	Pump Mix 3000 PSI-delivered FOB destination to Sanibel/Captiva	Primary	\$122.75/CY
28	Pump Mix 3000 PSI-for plant pickup	Primary	\$82.75/CY
29	Pump Mix 4000 PSI-delivered FOB destination Countywide (excluding Sanibel/Captiva and Boca Grande)	Primary	\$107.00/CY
30	Pump Mix 4000 PSI-delivered FOB destination to Captiva/Sanibel	Primary	\$122.00/CY
32	Pump Mix 4000 PSI-for plant pickup	Primary	\$92.00/CY
33	Flowable Fill –non- excavatable -delivered FOB destination Countywide (excluding Sanibel/Captiva and Boca Grande)	Primary	\$84.15/CY
34	Flowable Fill –non- excavatable -delivered FOB destination to Sanibel/Captiva	Primary	\$99.15/CY
36	Flowable Fill –non- excavatable –for plant pickup	Primary	\$70.00/CY
37	Flowable Fill –excavatable –delivered FOB destination Countywide (excluding Sanibel/Captiva and Boca Grande)	Primary	\$84.15/CY

**EXHIBIT B
FEE SCHEDULE**

Item	Description	Awarded: Primary or Secondary	Unit Cost
38	Flowable Fill –excavatable -delivered FOB destination to Sanibel/Captiva	Primary	\$99.15/CY
40	Flowable Fill –excavatable –for plant pickup	Primary	\$70.00/CY
41	Ready-Mix Concrete Accelerator-delivered FOB destination Countywide (excluding Sanibel/Captiva and Boca Grande)	Primary	\$4.15/CY
42	Ready-Mix Concrete Accelerator-delivered FOB destination to Sanibel/Captiva	Primary	\$4.15/CY
44	Ready-Mix Concrete Accelerator- for plant pickup	Primary	\$4.15/CY
45	Concrete Retarder-delivered FOB destination Countywide (excluding Sanibel/Captiva and Boca Grande)	Primary	\$4.00/CY
46	Concrete Retarder-delivered FOB destination to Sanibel/Captiva	Primary	\$4.00/CY
48	Concrete Retarder- for plant pickup	Primary	\$4.00/CY
52	Air Entrainment-for plant pickup	Primary	\$10.00/CY
53	Fiber Mesh-delivered FOB destination Countywide (excluding Sanibel/Captiva and Boca Grande)	Primary	\$5.50/CY
54	Fiber Mesh-delivered FOB destination to Sanibel/Captiva	Primary	\$5.50/CY
56	Fiber Mesh-for plant pickup	Primary	\$5.50/CY

The Vendor is the secondary vendor for the products listed below. The County shall order from the primary vendor first; then, if the primary vendor is unable to provide the product in the time required, the County may order the product from the secondary vendor.

Item	Description	Awarded: Primary or Secondary	Unit Cost
49	Air Entrainment-delivered FOB destination Countywide (excluding Sanibel/Captiva and Boca Grande)	Secondary	\$10.00/CY
50	Air Entrainment-delivered FOB destination to Sanibel/Captiva	Secondary	\$10.00/CY

Below items are to be charged in addition to the above unit costs in the primary and secondary items as applicable, if required by the County.

Item	Description	Unit Cost
57	Standby Rate- Truck time per hour after 60 minutes for deliveries Countywide FOB destination (excluding Sanibel/Captiva and Boca Grande).	\$25.00/Qtr. Hour
58	Standby Rate- Truck time per hour after 60 minutes for deliveries FOB destination to Sanibel/Captiva.	\$35.00/Qtr. Hour
60	Short-load fee (loads 6 cubic yards or under)-Flat Fee for deliveries made by the vendor in which are 6 cubic yards or under. This fee would be in addition to the cost of the materials delivered.	\$225.00 Flat Fee

**EXHIBIT B
FEE SCHEDULE**

PRICE ESCALATION

If the awarded vendor or vendors experience a major price increase from suppliers for items awarded, the vendor may submit a written request to adjust pricing after the initial period of one year and shall notify the County in writing within 30 days of each renewal of any requests to increase pricing as applicable. All information necessary to review and analyze the requested price increase must be submitted in writing to Lee County Procurement Department. Requested price increases shall not exceed the Consumer Price Index (CPI) for commodities or other applicable CPI index or 3% increase amount, whichever is less. Lee County has the right to grant the price increase or re-bid out the item(s) at the County's sole discretion; should prices decrease, the same procedure shall apply.

EXHIBIT C INSURANCE REQUIREMENTS

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's 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, and 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 Chapter 440, Florida Statutes, 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

EXHIBIT C INSURANCE REQUIREMENTS

*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."

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. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.