



BOARD OF COUNTY COMMISSIONERS

Procurement Management Division  
1500 Monroe Street, 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
(239) 533-8881

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**NOTICE TO PROCEED**  
**Construction**

TO: Karle Enviro-Organic Recycling, Inc.  
DATE: March 20, 2017  
PROJECT: ITB-160479/AB Corkscrew WTP Lime Sludge Removal

Dear Ms. Krish Alexander:

You are hereby notified to commence work in accordance with the Agreement dated March 9, 2017. Substantially complete the work within 60 consecutive calendar days. The date of **Substantial Completion of all work is May 18, 2017**. Final completion shall be 15 consecutive calendar days after substantial completion. The **final completion date is therefore June 2, 2017**.

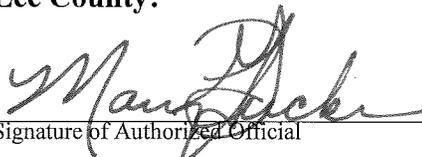
Acceptance of Notice:

Receipt of the above Notice to Proceed is hereby acknowledged:

**Prime Vendor:**

**Lee County:**

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

Procurement Management Director  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

3-14-17  
\_\_\_\_\_  
Date

**AGREEMENT FOR  
Corkscrew WTP Lime Sludge Removal**

**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 Karle Enviro-Organic Recycling, Inc., an Indiana corporation authorized to do business in the State of Florida, whose address is 3637 N 275 E Crawfordsville, IN, 47933, and whose Federal tax identification number is 35-1496230, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase hauling and disposal of liquid lime residuals from the Vendor in connection with "Corkscrew WTP Lime Sludge Removal" (the "Purchase"); and,

**WHEREAS**, the County issued a solicitation for such services, ITB160479/AB, on August 5, 2016; and,

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

**WHEREAS**, the County posted a Notice of Intended Decision on November 14, 2016; and,

**WHEREAS**, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services 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 and services for the Purchase in accordance with the Project Scope of Services 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 ITB160478/AB, 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 one (1) year with the

option to renew this contract for up to three (3) additional (1) one year periods.

- B. A Purchase Order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.
- C. Products and services shall be delivered in accordance with Exhibit B, Delivery/Project Schedule, attached hereto and incorporated herein. The schedule shall commence on the date of the Purchase Order.

### **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 ITB160479/AB, 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 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, §218.70, et seq. F.S., 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 and services 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 perform additional services or 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 service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required 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 B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

**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 §119.0701, F.S., 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) provide the public with access to public records on the same terms and conditions that the County would provide the records and 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, <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 cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable 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 claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

**XIV. STOP WORK ORDER**

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

- 1. Cancel the stop work order; or
- 2. Terminate the work covered by the order; or
- 3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

**XV. VENDOR WARRANTY**

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit 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.

**XVI. 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 Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that 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 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.

- E. 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.
- F. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. 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:

Vendor's Representative:		County's Representatives:	
Name:	<u>Krish A. Alexander</u>	Names:	<u>Roger Desjarlais</u> <u>Mary Tucker</u>
Title:	<u>President</u>	Titles:	<u>County Manager</u> <u>Director of Procurement Management</u>
Address:	<u>2991 South Street</u> <u>Fort Myers FL 33916</u>	Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>
Telephone:	<u>239-693-1010</u>	Telephone:	<u>239-533-2221</u> <u>239-533-8881</u>
Facsimile:	<u>239-693-7027</u>	Facsimile:	<u>239-485-2262</u> <u>239-485-8383</u>
E-mail:	<u>Krish@KaleEnviro.net</u>	E-Mail:	<u>rdesjarlais@leegov.com</u> <u>mtucker@leegov.com</u>

- H. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- I. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- J. 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. ITB160479/AB
  4. Vendor's Submittal in Response to ITB160479/AB

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

WITNESS:

**Karle Enviro-Organic Recycling, Inc.**

Signed By: Robert Archer

Signed By: Krish A. Alexander

Print Name: Robert Archer

Print Name: Krish A. Alexander

Title: President

Date: December 27, 2016

**LEE COUNTY**

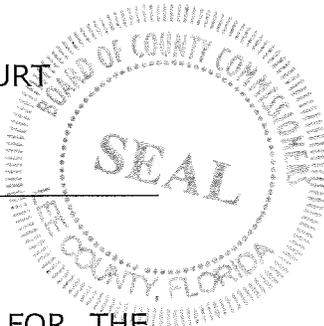
BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: Jela Manning  
CHAIR

DATE: 3/9/17

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: Shirvan King  
Deputy Clerk



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

BY: Andrea R. Fawcett  
OFFICE OF THE COUNTY ATTORNEY

## **EXHIBIT A SCOPE OF SERVICES**

The Vendor shall provide removal, hauling and disposal of lime residuals from Lagoons One through Three at the Corkscrew Wastewater Treatment Plant (WTP) on an as-needed basis as determined at the sole discretion of the County. The Vendor shall remove all lime residual material from the three lagoons to the earthen pond bottom as directed by the County. The Vendor must restore the lagoons to the original grades and dimensions.

Work shall include restoration of disturbed banks and slopes by re-grading, compaction, and seeding of the berm slopes and banks. The Vendor is solely responsible for verification of the volume of material to be removed from the lagoons.

### **WORK TO INCLUDE**

As part of this Scope of Work, the Vendor shall complete the following specific tasks each time the County directs the Vendor to remove lime residuals from a lagoon at the Corkscrew WTP.

1. Furnishing and mobilization of all labor, supervision, material, fuel, water, tools, equipment, supplies, transportation and other means of construction necessary, or proper, for performing and completing the work. Work must begin within five (5) calendar days of the issuance of the Notice to Proceed.
2. Removal of the lime residual material from each of the Lagoons to its original earthen bottom. The Vendor must restore the lagoons to their original slopes and dimensions. Excavation work will be deemed completed, and substantial completion of project attained, when the lagoon is restored to original interior side slopes of 2:1 and exterior side slopes of 3:1, and all lime residuals have been removed down to the ponds' earthen bottoms and the Florida Department of Environmental Protection (FDEP) has approved the final disposal of the material. Temporary removal of a portion of the perimeter berm, large enough only to permit one lane of traffic, will be allowed, provided that the berm is replaced with the original material, placed in 12" lifts, compacted to original conditions and sodded. All berm restoration must be accomplished prior to the date of substantial completion. Access through the berm wall will only be permitted through the Northern half of the East berm wall or the western half of the South berm wall.
3. All material removed from the lagoons must be disposed of offsite and in accordance with the approved County disposal plan (attached hereto and incorporated herein as Attachment 1 to Exhibit A) and with all federal, state and local rules and regulations. The Vendor is solely responsible for the complete removal of lime residuals from the lagoon as well as proper disposal off site in accordance with the County approved disposal plan.

**EXHIBIT A**  
**SCOPE OF SERVICES**

4. Placement of residuals upon any land surface shall be done in a manner that does not impact wetlands or to be placed into wetlands or cause immersions or degradation to air quality or be discharged into any waters, including ground water, or otherwise enter the environment such that a threat of contamination in excess of water quality standards and criteria or air quality standards is caused, or a significant threat to public health is caused.
5. Clearing/grubbing, removal, and offsite disposal of vegetation located in the lagoon, on the berms, or on side slopes.
6. Protection of all existing equipment, piping, structures, and other appurtenances located in and around the lagoon.
7. Restoration of the lagoon berm side slopes to original grades and elevations. The berm and side slopes shall be re-compacted as necessary to restore back to original condition. The pond banks and top berm shall be graded smooth around the entire perimeter of the lagoon to the slopes and elevations and to an acceptable smoothness as to accommodate lawn maintenance by riding lawn mowers. Vendor shall sod the berm to establish a solid stand of grass within 45 days from completion of the lime residuals from each lagoon, each time services are rendered. Vendor will be responsible for an acceptable stand of grass upon project completion.
8. The Vendor must perform dewatering as necessary to complete the work. If dewatering is performed other than discharging to an adjacent lagoon, the Vendor must receive proper approval and/or permitting from the proper agency.
9. Water collected within the lagoon that is being cleaned may be disposed of by pumping into other existing lagoons, provided that 24" freeboard is maintained in the receiving lagoons at all times.
10. The Vendor must complete repair and restoration of all areas disturbed or damaged by removal activities. Areas shall be restored to pre-construction conditions at a minimum unless otherwise specified herein.
11. Maintaining the work area and site in a clean and acceptable manner.
12. Maintaining existing facilities in service at all times except where specifically provided for otherwise herein. The Vendor shall coordinate his work with Plant Operations personnel, specifically the plant Lead Operator and Water Manager.
13. Protection of finished and unfinished work.
14. Provide and maintain erosion and sediment controls around the work area.

## **EXHIBIT A SCOPE OF SERVICES**

15. Furnishing as necessary proper equipment and machinery of a sufficient capacity to facilitate the Work and to handle all emergencies normally encountered in Work of this character.
16. All material excavated from the lagoon shall be transported from the lagoon via an existing gate on the West fence line. Vendor is responsible for maintenance of a haul road during the term of this Agreement.
17. Over-excavation to reach native soils may be accomplished at the Vendor's sole expense if so desired. In no case shall the area within 30' of the outfall structure, influent structure or any pipelines be excavated in excess of 7' measured from the top of the berm wall elevation, nor shall excavation equipment endanger the integrity of these structures.
18. The Vendor shall be responsible for all cleanup activities, costs incurred, and materials for any spilled residuals which results from the performance of obligations by the Vendor under this Agreement, regardless of the cause of the spillage. The cleanup shall include, but not be limited to, the removal of the spilled material and the remediation of the area where the spillage occurred. The cleanup efforts and site must meet all local, State and Federal regulations and requirements.
19. The Vendor must provide the County with monthly reports describing all work performed by the Vendor and the reports must include quantities hauled, ultimate destination site, application rates or any other items deemed appropriate by FDEP or the County. Any proposed disposal sites or site changes must be approved by the County **in writing** prior to any residuals hauled and applied to the site(s).

### **VENDOR'S USE OF SITE**

In addition to the requirements of this Scope of Services and the General Conditions of ITB160479/AB, the Vendor will be responsible for the following:

1. County occupancy and access to operate existing facilities.
2. Coordination of site use with the County.
3. Responsibility for protection and safekeeping of equipment and products under this Agreement.
4. The Vendor shall submit a Site Utilization Plan for review and approval by the project manager prior to commencement of the project.
5. County will occupy premises during entire period of removal process in order to maintain normal operations. Vendor must cooperate with the

**EXHIBIT A**  
**SCOPE OF SERVICES**

County's representative in all restoration operations to minimize conflict, facilitate County usage, and maintain site security as designated by Water Manager and Project Manager.

6. Vendor is responsible for locating and protection all existing utility lines within the lagoon and adjacent to the active work zone. In particular, Vendor must locate and flag with vertical posts and protect, at all times during performance of the work, both existing 30" and 8" disposal lines and an existing riser assembly located within the lagoon bottom. Excavation and hauling equipment are prohibited from traversing these lines.

**LEE COUNTY UTILITIES RESPONSIBILITIES**

The County shall provide to the Vendor laboratory analysis as required for lime residuals generated at the facility during the term of the Agreement. A laboratory analysis will be provided each time a residual holding lagoon is cleaned.

Attachment 1 to Exhibit A

DISPOSAL PLAN

Corkscrew Water Treatment Plant Lime Sludge Removal

Solicitation No: ITB-160479/AB



Submitted To:

Lee County Procurement Management

1500 Monroe Street, 4<sup>th</sup> Floor

Fort Myers, FL 33901

## INTRODUCTION

Karle Enviro-Organic Recycling, Inc. has been contracted by Lee County Utilities in the past years for Corkscrew Water Treatment Plants Lime Sludge Removal.

Herein contains a disposal plan for the removal and disposal of approximately 25,000 to 30,000 cubic yards of lime residuals per pond for the Corkscrew Water Treatment Plant.

### Loading/Removal

Dyke will be cut at a preapproved location determined by Lee County and Karle Enviro. Dump trucks will enter this location where they will be loaded by an excavator.

### Disposal

Lime residuals will be disposed of at approved site. Agricultural Land Application Disposal or Aggregates where to be blended with 131 sand to make fill material.

## Agricultural Land Application Disposal

Prior to land application, all disposal sites will be laid out. A template for each site and each application zone will be developed with all buffer areas marked. Once the buffer areas have been determined, we will calculate the current agronomic rates by using the FDEP Guidance Manual for Land Application of Drinking Water Treatment Plant Residuals, and each facilities analysis that is provided by LUC. These two items will be used to determine the application rate and the amount of area needed for each truckload. This figure provides the operator with the acreage used for each truck load to ensure there is no overapplication of lime residuals.

The driver will enter the field with the lime residuals. Using the proper spreading equipment and starting with (for example) Field #1, the driver will dispense the lime sludge adjusting his speed to evenly cover the ground. This procedure will continue throughout the entire field until the field has a uniform coverage.

Karle Enviro, with inspections by Lee County Water Treatment Plant project managers and site owners, will land apply the lime residuals for agricultural benefit of the land in accordance with all FDEP regulations.

Working hours

Working hours for the duration of the project are anticipated to be dawn to dusk Monday through Saturday. Unless permitted otherwise by county personnel.



Appendix A

Land owner consent forms



**LAND OWNER CONSENT FORM  
LANDSPREADING OF ALUM/LIME SLUDGE REMOVAL  
SIGNATURE AUTHORIZATION FORM**

**Part I. Owner Information**

Site Owner: Duane House

Owner Address: 4585 Goodno Road

City: LaBelle State: FL Zip Code: 33471

Phone No: 863-674-5762 Fax No: 863-674-5762

**Part II. Owner's Contact Information**

Agent/Site Manager: Gene Fulford

Address: 4585 Goodno Road

City: LaBelle State: FL Zip Code: 33471

Phone No: 239-633-4833 Fax No: \_\_\_\_\_

**Part III. Site Information**

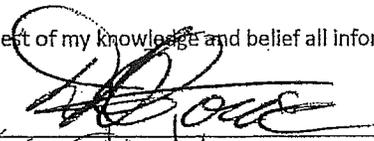
Site Name: Goodno Ranch Inc.		
County: Hendry	Total Area (ac): 3000	Applied Area (ac): 2856
Hauling Company: Karle Enviro-Organic Recycling, Inc.		

I, the undersigned hereby agree to the land spreading of residuals by Karle-Enviro. I furthermore certify that I am a holder of legal title of the above described property.

I agree to allow employees of Karle-Enviro access to the premises hereby described where the land spreading is being conducted so they may perform routine inspections to ensure that the requirements of land spreading regulations are being followed.

I also acknowledge that I am well informed of all rules and regulations regarding the transport, processing and land spreading of residuals and all other products for the agricultural benefit of the land, in accordance with Chapter 62-640, F.A.C., Title 503, CFR and any local ordinances related to the spreading of residuals, and other solids.

To the best of my knowledge and belief all information is accurate and complete.

  
\_\_\_\_\_  
Signature of Owner

Sept 2, 16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Karle-Enviro, Inc. Representative

9-5-2016  
\_\_\_\_\_  
Date

**LAND OWNER CONSENT FORM  
LANDSPREADING OF LIME SLUDGE REMOVAL  
SIGNATURE AUTHORIZATION FORM**

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**Part I. Owner Information**

Site Owner: Bonita Grande Aggregate

Owner Address: 25501 Bonita Grande Drive

City: Bonita Springs State: FL Zip Code: 34135

Phone No: 239-947-6411 Fax No: 239-947-1340

---

**Part II. Owner's Contact Information**

Agent/Site Manager: John Fulton

Address: 25501 Bonita Grande Drive

City: Bonita Springs State: FL Zip Code: 34135

Phone No: 239-947-6411 Fax No: 239-947-1340

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**Part III. Site Information**

Site Name: <b>Bonita Grande Aggregates</b>		
County: <b>Lee</b>	Total Area (ac): <b>N/A</b>	Applied Area (ac): <b>N/A</b>
Hauling Company: <b>Karle Enviro-Organic Recycling, Inc.</b>		

I, the undersigned hereby agree to the land spreading of residuals by Karle-Enviro. I furthermore certify that I am a holder of legal title of the above described property.

I agree to allow employees of Karle-Enviro access to the premises hereby described where the land spreading is being conducted so they may perform routine inspections to ensure that the requirements of land spreading regulations are being followed.

I also acknowledge that I am well informed of all rules and regulations regarding the transport, processing and land spreading of residuals and all other products for the agricultural benefit of the land, in accordance with Chapter 62-640, F.A.C., Title 503, CFR and any local ordinances related to the spreading of residuals, and other solids.

To the best of my knowledge and belief all information is accurate and complete.

Signature of Owner \_\_\_\_\_ Date \_\_\_\_\_  
*[Handwritten Signature]* *[Handwritten Date: 9-8-2016]*  
Signature of Karle-Enviro, Inc. Representative \_\_\_\_\_ Date \_\_\_\_\_

## **EXHIBIT B FEE SCHEDULE**

The County shall pay the Vendor for actual work performed under the terms of this Agreement at the following rates for Lagoons One, Two and Three of the Corkscrew WTP. All work shall be done on an as-needed basis as determined by and at the request of the County.

Lagoon #1: \$283,680.00

Lagoon #2: \$283,680.00

Lagoon #3: \$236,400.00

These rates are inclusive of all labor, equipment, supplies, and all other costs resulting from the work required as provided in Exhibit A Scope of Services.

Progress payments shall be made in accordance with **Section IV Method of Payment**. However, the County may retain 10% of the progress payments until 50% completion is reached. After 50% completion of services, the County may retain 5% from each subsequent progress payment made to the Vendor until substantial completion is reached.

Substantial completion will be reached when all materials from each pond excavation have been disposed of in accordance with the County approved disposal plan; if land application is the means of disposal, Substantial completion will be reached when all material is incorporated into the soil, as verified by the County and FDEP representatives.

Final completion shall be determined upon pond restoration work as specified in the contract language, sloping, compaction, and sodding of affected areas and equipment demobilization.

**EXHIBIT C  
INSURANCE REQUIREMENTS**

**Minimum Insurance Requirements: County 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 Agreement. The County reserves the right to request additional documentation regarding insurance provided**

- a. Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

- b. Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)  
\$500,000 bodily injury per person  
\$1,000,000 bodily injury per accident  
\$500,000 property damage per accident

- c. Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease - policy limit

\*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

## **EXHIBIT C INSURANCE REQUIREMENTS**

### **Verification of Coverage:**

**1.** Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. The certificate holder shall read as follows:

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902

b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

### **Special Requirements:**

- 1.** An appropriate "Indemnification" clause shall be made a provision of the contract.
- 2.** It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

Florida Department of State

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /**Detail by Entity Name**

Foreign Profit Corporation

KARLE ENVIRO-ORGANIC RECYCLING, INC.

**Filing Information**

**Document Number** P08047  
**FEI/EIN Number** 35-1496230  
**Date Filed** 11/08/1985  
**State** IN  
**Status** ACTIVE  
**Last Event** NAME CHANGE AMENDMENT  
**Event Date Filed** 10/08/1996  
**Event Effective Date** NONE

**Principal Address**

3637 N 275 E  
CRAWFORDSVILLE, IN 47933

Changed: 04/05/2011

**Mailing Address**

3637 N 275 E  
CRAWFORDSVILLE, IN 47933

Changed: 04/05/2011

**Registered Agent Name & Address**

KARLE, BERNARD W  
2991 South St  
Fort Myers, FL 33916

Name Changed: 03/08/1990

Address Changed: 01/18/2013

**Officer/Director Detail****Name & Address**

Title PRES

ALEXANDER, KRISH A  
2991 South St  
Fort Myers, FL 33916

Title VP

KARLE, NEIL P  
 3637 N 275 E  
 CRAWFORDSVILLE, IN 47933

Title T

KARLE, ERIC J  
 3637 N 275 E  
 CRAWFORDSVILLE, IN 47933

Title CEO

Karle, Bernard W  
 3637 N 275 E  
 CRAWFORDSVILLE, IN 47933

**Annual Reports**

Report Year	Filed Date
2015	01/15/2015
2015	08/20/2015
2016	01/25/2016

**Document Images**

<a href="#">01/25/2016 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">08/20/2015 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/15/2015 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/15/2014 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/18/2013 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/19/2012 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/05/2011 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">09/14/2010 -- ADDRESS CHANGE</a>	View image in PDF format
<a href="#">03/05/2010 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/20/2009 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/17/2008 -- ANNUAL REPORT</a>	View image in PDF format
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<a href="#">09/22/1997 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/01/1995 -- ANNUAL REPORT</a>	View image in PDF format



Florida Department of State, Division of Corporations

ACORD™

Client#: 111463  
**CERTIFICATE OF LIABILITY INSURANCE**

KARLEENV2

DATE (MM/DD/YYYY)  
 10/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

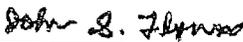
PRODUCER <b>ONI Risk Partners, Inc.</b> P.O. Box 80159 Indianapolis, IN 46280-0159 317 575-9999		CONTACT NAME: <b>Tammy Cerulli</b> PHONE (A/C, No, Ext): <b>317-706-9556</b> FAX (A/C, No): <b>317-706-9756</b> E-MAIL ADDRESS: <b>tammy.cerulli@onirisk.com</b>	
INSURED <b>Karle Enviro-Organic Recycling, Inc</b> 3637 N. 275 East Crawfordsville, IN 47933		INSURER(S) AFFORDING COVERAGE INSURER A: <b>Homeland Ins Company of NY/OneB</b> NAIC # <b>34452</b> INSURER B: <b>Westfield Insurance Co.</b> NAIC # <b>24112</b> INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			7930016190003	10/15/2016	10/15/2017	EACH OCCURRENCE	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
	<input checked="" type="checkbox"/> BI/PD Ded:5,000						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
B	AUTOMOBILE LIABILITY			CAG4983679	10/15/2016	10/15/2017	COMBINED SINGLE LIMIT (Ea accident)	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB			7930016210003	10/15/2016	10/15/2017	EACH OCCURRENCE	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$0							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N				OTHER	
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Contractors Pollution Liability-1,000,000; Certificate Holder is included as Additional Insured for General Liability**  
 when required by written contract.

CERTIFICATE HOLDER <b>LEE COUNTY BOARD OF COUNTY COMMISSIONERS</b> <b>CONTRACTS MANGEMENT</b> P.O. Box 398 Fort Myers, FL 33902	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WorkComp Solutions, Inc.  
P.O. Box 24987  
Lakeland, FL 33802

CONTACT NAME:

PHONE

(A/C, No, Ext):

863-646-4642

FAX

(A/C, No):

863-646-3521

E-MAIL ADDRESS:

www.workcompsolutionsfl.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: American Interstate Insurance Company

31895

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Karle Enviro-Organic Recycling, Inc.  
3637 N. 275 East  
Crawfordsville IN 47933-7362

## COVERAGES

CERTIFICATE NUMBER: 30440515

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AVWCFL2509712016	7/15/2016	7/15/2017	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

30 Day Notice of Cancellation Applies.

## CERTIFICATE HOLDER

Lee County Board of County Commissioners  
Contracts Management  
P.O. Box 398  
Fort Myers FL 33902-0398

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Darrell J. Mills

ACORD 25 (2016/03)

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