

**AGREEMENT FOR
LIQUID LIME RESIDUAL HAULING AND DISPOSAL**

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 Youngquist Brothers Inc., a Florida corporation, 15465 Pine Ridge Road Fort Myers FL 33908, and whose Federal tax identification number is 59-1836961, 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 "Liquid Lime Residuals Hauling and Disposal" (the "Purchase"); and,

WHEREAS, the County issued a solicitation, ITB160391/AB on 6/24/2016; 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 8/12/2016 DOCUMENT WAS SIGNED BY PROCUREMENT; 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 ITB160391/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 ITB160391/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>Richard Friday</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>Chief Financial Officer</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>15465 Pine Ridge Rd</u> <u>Fort Myers, FL 33908</u>	Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>(239) 489-4444</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>(239) 489-4545</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>rof@youngquistbrothers.com</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. ITB160391/AB
4. Vendor's Submittal in Response to ITB160391/AB

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

WITNESS:

Youngquist Brothers, Inc.

Signed By: *Charles Reynolds*

Signed By: *Richard Friday*

Print Name: Charles Reynolds

Print Name: Richard Friday

Title: Chief Financial Officer

Date: 11/2/16

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *John Manning*
CHAIR

DATE: 11/28/14

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: *Chris Du*
DEPUTY CLERK



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

BY: *[Signature]*
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SPECIFICATIONS OR SCOPE OF SERVICES

SCOPE

To provide lime residuals hauling and disposal services for the Green Meadows Water Treatment Plant.

DESCRIPTION OF WORK

Residuals hauling and disposal services for the Green Meadows plant will begin as soon as Notice To Proceed is issued for this Service Provider Contract. Lee County requires the selected contractor to allow additional facilities, within Lee County boundaries, to be added to the hauling contract as plants are acquired or constructed during the term of this contract. Hauling rates will be no greater than those established in the agreed pricing schedule as established throughout the term of the contract.

Residuals will be in a more liquid form and will require tanker type trailers for hauling. The residuals are classified as lime residuals with trace amounts of polymers that are acceptable for land application.

REQUIREMENTS

1.1 Prior to contract award, proposing contractor shall provide a Lee County approved disposal plan that addresses any and all disposal methods, including but not limited to, agricultural land application rates, land/residuals management plan, wet weather disposal contingency plan, staging areas as applicable and materials handling plan. All disposal plans will conform to all guidelines as specified in the FDEP Guidance Manual for Land Application of Drinking Water Treatment Plant Sludge dated August 29, 2010.

1.2 Any and all water treatment residuals hauled and disposed of offsite shall be done in accordance with a Lee County approved disposal plan and per Lee County contract. Contractor shall supply Lee County with a monthly progress report along with any progress payment requests or request for substantial completion (as it may apply). Monthly reports to Lee County shall include quantities hauled, ultimate destination site, application rates or any other items deemed appropriate by Lee County. Any proposed disposal sites or site changes must be approved by Lee County prior to any residuals hauled and applied to the site(s).

1.3 Disposal Options:

1.3.1 Agricultural crop/field application, non residential use category. (No residential application will be permitted). The intended target properties are large tracts of land that will accommodate the FDEP guidance manual application rates. If residuals are land applied as a beneficial use, the material must be incorporated into the soil two weeks after application with no signs of lime residuals being visible from the road or neighboring properties.

1.3.2 Grazing Field application, non residential use category. (no residential application will be permitted). The intended target properties are large tracts of land that will accommodate the FDEP guidance manual application rates. If residuals are land applied as a beneficial use, the material must be incorporated into the soil two weeks after application with no signs of lime residuals being visible from the road or neighboring properties.

EXHIBIT A
SPECIFICATIONS OR SCOPE OF SERVICES

1.3.3 Compactable road base material or other FDEP approved commercial “mixed fill” applications.

1.3.4 FDEP approved and permitted mine discharge.

1.4 All trucks, tractor trailers and other equipment necessary to perform the contractor’s obligation under this contract shall be maintained by the contractor in a good and safe operating condition throughout the duration of this contract.

1.5 All trucks and tractor trailers provided by the contractor to perform his/her obligations under this contract shall have a minimum capacity and meet requirements as follows:

1.6 Tankers shall have a minimum capacity of no less than 4,000 gallons.

1.7 The tankers used to transport lime residuals will be leak-proof.

1.8 The contractor shall provide competent and properly licensed operators for the operation of all equipment employed in the performance of the contractor’s obligations under this contract. For security purposes, all drivers and representatives of the contractor shall provide photo identification, along with the proper credentials, indicating that they are employed and a duly authorized representative of the contractor. The County reserves the right to refuse access to any facility if proper identification is not provided upon request. Any associated costs incurred by the contractor will be at the contractor’s expense, should access be denied for lack of proper identification.

1.9 The contractor shall be responsible for all cleanup activities and materials for any spilled residuals, which results from the performance of obligations by the contractor under this contract, 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 must meet all local, State and Federal regulations and requirements.

1.10 The contractor shall provide the County access to all application sites for random inspections.

1.11 Prior to award of contract, the contractor shall provide letters or agreements showing owners approval of residual application to site(s) for the term of this contract. Total acreage of all sites shall be adequate to meet the application rates for the Florida DEP for one year. For computation of acreage, Liquid lime residuals produced by the water plant is estimated at 3,000,000 gallons/year.

2. OBLIGATIONS OF THE CONTRACTOR

2.1 The contractor shall supply a sufficient number of large capacity leak proof tanker trailers to transport the lime residuals from each of the facilities included in this contract. Tanker trailers shall be provided for the Green Meadows WTP upon demand, as requested by the plant personnel.

2.2 The contractor shall haul and dispose of lime residuals according to the approved FDEP disposal plan and other applicable State, Local and Federal rules and regulations.

2.3 The contractor shall meet, on an as needed basis, with County representatives to discuss contractual compliance or other contractual related issues.

EXHIBIT A
SPECIFICATIONS OR SCOPE OF SERVICES

2.4 Representatives for the contractor and plant shall be responsible for estimating the volume of residuals contained within each trailer hauled for the particular Plant. Metered instrumentation readings, where applicable, shall prevail unless there is reasonable doubt as to the meter accuracy. In the event of meter failure or suspected inaccuracy, "best methods" of estimating shall be used and agreed upon by both the contractor's on-site representative and plant personnel. In all cases, the volume must be agreed upon between the plant operating personnel and the contractor's on-site representative, and recorded on the manifest for the particular load of residual prior to the trailer leaving each facility.

3. OBLIGATIONS OF THE COUNTY

3.1 The liquid lime residuals shall be loaded into the contractor's trailers by the contractor's representative with plant operating personnel's approval and/or oversight.

3.2 Representatives of the County shall inspect all equipment provided by the contractor for the performance of its obligations under this contract to determine the adequacy of the equipment to perform the required service. Such inspection shall be performed prior to the award of the contract, and from time to time, at reasonable intervals, with or without prior notice, during the performance of the contract.

3.3 Plant operating personnel and contractor's representative shall be responsible for estimating the volume of residuals contained within each trailer hauled for the particular Plant. Metered instrumentation readings, where applicable, shall prevail unless there is reasonable doubt as to the meter accuracy. In the event of meter failure or suspected inaccuracy, "best methods" of estimating shall be used and agreed upon by both the contractor's on-site representative and plant personnel. In all cases, the volume must be agreed upon between the plant operating personnel and the contractor's on-site representative and recorded on the manifest for the particular load of residuals.

4. COMPENSATION

4.1 Manifests signed by the appropriate County plant operating personnel shall form the basis of payment. Three copies of each manifest shall be made. One manifest copy shall be kept by the plant operating personnel, the second copy shall be provided to Division of Lee County Utilities attached to the monthly invoice, and the third copy is to remain with the driver. Upon pickup of the lime residuals, the hauler shall take one copy; leave one copy with the plant operating personnel, and the hauler shall then forward the third copy to the Division of Lee County Utilities attached to the monthly invoice.

4.2 Payment shall be based on the actual volume of residuals (cubic yards or gallons) hauled and disposed at an approved disposal site by the contractor. Since the bid quotation will only be accepted as cents per gallon (liquid) the volumes recorded on the manifests shall reflect the same measurement units and will serve as the basis for payments. Payment for Alternative Wet Weather will be on a per load basis based on average size load for the type of material being hauled. Under no circumstances will any material be hauled to the Wet Weather sites without prior County approval. Written proof must be provided to the County indicating that all local land application sites have been closed due to elevated water tables causing closure of such sites. Hauling to approved Wet Weather sites without County approval will be at the contractor's own risk and no payment will be made for such loads hauled without prior to approval and documentation.

4.3 The contractor shall invoice the County on a monthly interval based on the rates established in Proposal Form. Each invoice will be based on the previous calendar month. The pricing received at the time of the bid opening shall remain in effect until there is just and verifiable cost increases or decreases

EXHIBIT A SPECIFICATIONS OR SCOPE OF SERVICES

identified and associated with the hauling and disposal of the Lime residuals. Pricing adjustments shall be made only upon the annual renewal date of the contract. Adjustments must be submitted in writing to Lee County 60 days prior to the renewal date and approved by Lee County Procurement Management Department to subsequent renewals.

- Adjustments considered must be based on the Consumer Price Index (CPI).
- Specific significant changes may be considered for fuel cost increases or decreases greater than 20%
- Increased/decreased mileage to disposal sites may be considered (unless CONTRACTOR fails to perform in maintaining approved agricultural use sites as established).
- Increased/decreased mileage may be considered due to regulatory rule changes that may significantly affect the disposal of residuals.
- Other potential causes for adjustment may be brought up for negotiation with Lee County. These adjustments may or may not be approved or deemed justified by the County.

4.4 Pricing shall be calculated as price per gallon multiplied by 500 loads multiplied by 6000 gallons per load equals total sum.

5. Contract Termination

5.1 In the event that either Lee County or the contractor does not wish to continue the contract, written notification must be given to the other party at least 90 days prior to the annual renewal option. The contractor is obligated to perform under the terms of the contract until such time as a new contract has been awarded and in place, regardless of termination date. The County shall have a contract in place and relieve the contract of hauling responsibilities no later than 60 days after the renewal date of the contract. The intent is to prevent a situation that the County would be incapable of disposing the lime residuals generated from the Water Treatment Plants.

**EXHIBIT B
FEE SCHEDULE**

<i>Item #</i>	<i>Description</i>
1	<p><u>\$0.0549</u> Gallon X 500 Loads X 6,000 Gallons/load = Grand Total <u>\$164,700.00</u></p>
	<p>Cost per gallon hauled (Average 6,000 gallons @ 2% - 5% solids per haul)</p> <p>The County expects to have 500 loads at an average of 6000 gallons per load.</p> <p>Pricing shall be calculated as price per gallon multiplied by 500 loads multiplied by 6000 gallons per load equals total sum.</p>

EXHIBIT C INSURANCE REQUIREMENTS

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' 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, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2016

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 Johnson & Company 801 N Orange Avenue Suite 510 Orlando FL 32801		CONTACT NAME: Heather Riles PHONE (A/C, No, Ext): (407) 843-1120 E-MAIL ADDRESS: hriles@johnsonandcompany.net FAX (A/C, No): (407) 843-5772															
INSURED Youngquist Brothers, Inc. Youngquist Brothers Rock, Inc. 15465 Pine Ridge Rd. Fort Myers FL 33908		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: American Zurich Insurance Co</td> <td>40142</td> </tr> <tr> <td>INSURER B: American Guarantee & Liab Ins</td> <td>26247</td> </tr> <tr> <td>INSURER C: QBE Insurance Corporation</td> <td>39217</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Zurich Insurance Co	40142	INSURER B: American Guarantee & Liab Ins	26247	INSURER C: QBE Insurance Corporation	39217	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES CERTIFICATE NUMBER: CL16102112076 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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GL 04275188-13	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> XCU Coverage Included						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			BAP 9377305-13	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	AUC 6478294	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
C	Contractor's Equipment All Risk			QIM0088394	5/22/2016	5/22/2017	Leased/Rented \$510,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Ref: Lee County Liquid Lime Residential Hauling and Disposal. Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials is added as an Additional Insured on the General Liability policy, including products and completed operations.

CERTIFICATE HOLDER Lee County Board of County Commissioners PO 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 C Johnson/CHRIS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2016

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).

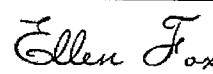
PRODUCER Fox Insurance, LLC 14788 Calusa Palms Drive #103 Fort Myers, FL 33919	239-215-8733 239-215-8734	CONTACT NAME: Fox Insurance, LLC PHONE (A/C, No., Ext): 239-215-8733 E-MAIL ADDRESS: ellen@foxinsurancellc.com FAX (A/C, No): 239-215-8734
INSURED YOUNGQUIST BROTHERS, INC. YOUNGQUIST BROTHERS ROCK, INC. 15465 Pine Ridge Road Fort Myers, FL 33908	239-489-4444 239-489-4545	INSURER(S) AFFORDING COVERAGE INSURER A: New York Marine & General Insurance 16608 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

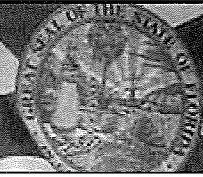
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <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 \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Excess Workers Compensation and Employers Liability			WC2016EPP00160	11/01/2016	11/01/2017	Spec Excess Limit Statutory E. Liability Limit:\$1,000,000 Specific Retention:\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are named as additional insured in regards to general liability.

CERTIFICATE HOLDER LEE COUNTY BOARD OF COUNTY COMMISSIONERS PHONE: 239-533-8881 1500 MONROE STREET 4TH FLOOR FORT MYERS, FLORIDA 33901	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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**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

YOUNGQUIST BROTHERS, INC.

Filing Information

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FEI/EIN Number	59-1836961
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State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/09/2015
Event Effective Date	NONE

Principal Address15465 PINE RIDGE ROAD
FT MYERS, FL 33908

Changed: 02/15/1991

Mailing Address15465 PINE RIDGE ROAD
FT MYERS, FL 33908

Changed: 02/15/1991

Registered Agent Name & AddressFRIDAY, RICHARD
15465 PINE RIDGE RD
FORT MYERS, FL 33908

Name Changed: 02/09/2012

Address Changed: 02/09/2012

Officer/Director Detail**Name & Address**

Title PSD

YOUNGQUIST, TIM
15465 PINE RIDGE ROAD
FT. MYERS, FL 33908

Title D,T

YOUNGQUIST, HARVEY
15465 PINE RIDGE ROAD
FT. MYERS, FL 33908

Title V

YOUNGQUIST, HARVEY JR
15465 PINE RIDGE ROAD
FT MYERS, FL 33908

Title V

YOUNGQUIST, BRETT
15465 PINE RIDGE RD
FT MYERS, FL 33908

Title V

MUSSELWHITE, CHARLES
15465 PINE RIDGE RD
FT MYERS, FL 33908

Title SV

YOUNGQUIST, HARVEY, JR
15465 PINE RIDGE ROAD
FT MYERS, FL 33908

Annual Reports

Report Year	Filed Date
2014	03/13/2014
2015	03/16/2015
2016	03/21/2016

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