

**AGREEMENT FOR
ANNUAL SUPPLY OF PIT SHELL**

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 Florida Dirt Source, LLC, a Florida limited liability company, whose address is 6061 Hamilton Road, Fort Myers, FL 33905, and whose federal tax identification number is 20-3063206, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase pit shell from the Vendor in connection with "Annual – Supply of Pit Shell" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B180017RJD on January 16, 2018; and,

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

WHEREAS, the County posted a Notice of Intended Decision on March 29, 2018; 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, a more specific description of the Project Scope of Work and Specifications is set forth in the section titled Scope of Work and Specifications of B180017RJD, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B180017RJD, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for a period of one (1) year. The

Agreement may be renewed for up to three (3) additional one (1) year periods upon mutual written agreement of the County and the Vendor.

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

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. B180017RJD, 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 non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

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

- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products 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 A- Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

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

provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

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

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

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.

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

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. TERMINATION

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

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If

this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. VENDOR WARRANTY

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

XV. MISCELLANEOUS

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

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

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

Vendor's Representative:

Name: Gerard Rousseau
 Title: Owner
 Address: 6061 Hamilton Road
Fort Myers, FL
33905
 Telephone: 239-285-9977
 Facsimile: N/A
 E-mail: pb@fdsthunderbay.com

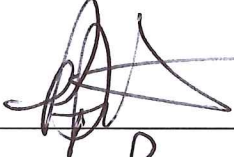
County's Representatives:


Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u>	
	<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. County's Purchase Order
 - 3. Solicitation No. B180017RJD
 - 4. Vendor's Submittal in Response to Solicitation No. B180017RJD

[The remainder of this page intentionally left blank.]

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

WITNESS:
Signed By: 
Print Name: PIERRE BENOIT

Florida Dirt Source, LLC
Signed By: 
Print Name: GERARD W. ROUSSEAU
Title: OWNER
Date: 6/8/2018

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: 
CHAIR

DATE: 7-3-18

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: 
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

Ver 1.00/2019.2

SCOPE OF WORK AND SPECIFICATIONS FOR ANNUAL – SUPPLY OF PIT SHELL

1. SCOPE

1.1. The Lee County Board of County Commissioners (BOCC) desires to purchase Pit Shell for the Lee County Department of Transportation, and any other Lee County Department as required, on an “as-needed” basis. The pit shell may be plant loaded into County vehicles or delivered by the awarded Vendor to locations as listed herein.

2. AWARD

2.1. When awards are made to multiple bidder/proposers the county reserves the right to assign a status of Primary, Secondary and/or Tertiary as applicable. The Primary vendor will be the first contact. If the Primary is unable to fulfill the need or meet the timeline required the Secondary, followed by the Tertiary, would be the next order of contact, as applicable. Additionally the order of the award can be changed as a result of deficient or non-compliant performance. The County also reserves the right during the Contract term to award the contract to the next ranking compliant bid if it is in the best interest of the county. For additional detailed information, see the “Basis of Award” section.

2.2. The bidder must provide pricing for all line items listed on the bid proposal form. Failure to provide pricing for all items will deem your firm as Non-Responsive and therefore ineligible for award.

2.3. The awarded Vendors shall appoint a person or persons to act as a primary contact with Lee County. This person or designee shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved in this bid.

3. SPECIFICATIONS

3.1 Lee County will not pay for or reimburse awarded Vendor(s) for any tolls.

3.2 Any overload violations, moving violations, or any other legal violations shall be the responsibility of the Vendor.

3.3 Lee County shall not be held responsible for damages to property or for injuries or death to persons, which might occur without fault on the part of the County or its employees as a result of, or incident to, performance of this bid.

3.4 Product Requirements

3.4.1. Where and as required following County direction or project requirements, the pit shell shall conform to Florida DOT Standard Specifications for Road and Bridge Construction, 2017 Edition, and the below listed specification. If requested by Lee County, the bidder will provide, at no cost to the County, written certification from a qualified testing laboratory or other acceptable source, to verify compliance with the specification. Furthermore, if necessary the County reserves the right to request Vendor's FDOT approval or signed, sealed certification that materials meet specification.

A. Pit Shell – shall be in accordance with FDOT Standard Specifications, Section 911, for Cemented Coquina Shell.

3.5 Vendor Requirements for Weight Load Verification

3.5.1. The empty transport vehicle shall obtain a tare weight prior to loading.

3.5.2. After loading, the transport vehicle shall be weighed to ensure the legal maximum weight limit is NOT exceeded. If a transport vehicle is overweight, the driver must return to the loading area and dump the excess material necessary to attain a legal gross weight. PLEASE NOTE YOU WILL NOT BE PAID FOR OVERWEIGHT LOADS.

3.5.3. Lee County will require dated, numbered, weighted tickets for all transactions.

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EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

№ 11072019-3

3.5.4. Any Vendor quoting plant-loaded material is required to have an FDOT certified scale on-site.

3.5.5. All transport vehicles shall be numbered and the tractor/trailer number and TARE weight must be visible on the side of truck or trailer.

3.5.6. Certificates showing legal gross weight must be furnished on all transport vehicles prior to hauling of any shell.

3.6 Delivery Requirements

3.6.1. Lee County will pay, as a maximum, only for the established amount of tons, which can be legally hauled in accordance with the shell weight and gross weight of the vehicle.

3.6.2. Each delivery ticket shall include the following information:

- A. Date of Delivery
- B. Destination
- C. Total Tons Delivered
- D. Truck Number
- E. Purchase Order Number

3.6.3. If Vendor circumstances will result in a later than scheduled delivery time, the Vendor shall notify the County's contact person pertaining to the order two hours prior to the originally scheduled delivery time. Upon receipt of the notification, the County may elect to:

- A. Accept a revised delivery time.
- B. Cancel the order and order from an alternate Vendor.
- C. Reschedule the order.

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

3.6.5. Deliveries will not be made on Fridays, unless specifically requested to do so.

3.6.6. On the proposal bid form, state the additional cost per ton for F.O.B. delivery to the following locations:

- A. North of the Caloosahatchee River (Pine Island shall be included in this pricing)
- B. South of the Caloosahatchee River
- C. Boca Grande
- D. Sanibel Island

3.6.7. For pit shell supplied and delivered an order minimum has been set at 20 tons.

3.7 Pricing

3.7.1. Pricing submitted in response to this ITB will be valid for the initial term of the contract, and no price increase will be authorized for 365 calendar days after the effective date of the contract. Thereafter, on an annual basis any request for escalation in pricing must be submitted to the County for evaluation and will be no greater than the Bureau of Labor Statistics, Producer Price Index (PPI) price increase for the most recent twelve (12) month period.

- A. The rates may increase annually to a not to exceed maximum of 4% or per the PPI Index, whichever is less. The PPI Index to be utilized shall be the U.S. Bureau of Labor Statistics web site, PPI-Final Demand, Series WPUFD4, Not Seasonally Adjusted (NSA): https://data.bls.gov/timeseries/WPUFD4?output_view=pct_12mths.

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

3.7.2

3.7.2. The month applicable shall be the third month prior to renewal or anniversary of contract and the year applicable shall be the current year in which the request is being made. The request to increase rates must be made in writing to Lee County Procurement Management and supported by detailed justification which warrants the requested increase. The Vendor shall submit its written request at least sixty (60) days prior to the renewal date / anniversary of the agreement in order for a request to be considered by the County. The County shall review the Vendor's written request and supporting documentation to determine whether an increase is warranted and, if so, what percentage increase. Failure by the Vendor to request an increase in rates in accordance with these terms shall result in the continuation of the rates contained in the agreement until the next scheduled rate increase request date. If the request is not made within the timeframe specified above, an increase for that year will be forfeited. No retroactive contract price adjustments will be allowed. An increase, which Procurement Management determines is excessive, regardless of any documentation supplied by the Vendor, may be cause for cancellation of the contract by Procurement Management. Procurement Management will notify using agencies and Vendor in writing the effective date of any increase approval. However, the Vendor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices.

3.7.3. Price decreases that affect the cost of materials, labor, and transportation are required to be passed on to the County immediately. Failure to do so will result in action to recoup such amounts.

3.8 Invoicing

3.8.1. The awarded Vendors shall submit with their invoice and request for payment, a copy of all weight tickets that substantiate the invoice.

3.8.2. Invoices received for payment without purchase order and without signed delivery tickets will not be paid. Invoices must be received in a timely manner. Tickets dated prior to one month of invoice date will not be paid.

End of Scope of Work and Specifications Section

**EXHIBIT B
FEE SCHEDULE**

- The Vendor is the secondary vendor for the line items listed below. The County shall contact the primary vendor first for orders. If the primary vendor is unable to fulfill the need or meet the timeline required, the County may contact the secondary vendor. Products are to be charged in accordance with the unit prices provided below.

SECONDARY VENDOR FOR THE FOLLOWING ITEMS:

ANNUAL – SUPPLY OF PIT SHELL					
<i><u>Item</u></i>	<i><u>Description</u></i>	<i><u>Unit of Measure</u></i>	<i><u>Unit Cost</u></i>	<i><u>Delivery Cost</u></i>	<i><u>Total Cost</u></i>
<i>Pit Shell Plant Loaded in County Vehicle – No Delivery</i> <i>(No minimum pickup quantity)</i>					
1.	Plant Location: <u>3750 Florida 31, Punta Gorda, FL 33982</u>	ton	\$6.00		\$6.00
<i>Pit Shell Supplied and Delivered</i> <i>(Minimum 20 ton delivery order)</i>					
2.	Delivered North of the Caloosahatchee River (Pine Island Included)	ton	\$5.50	\$9.53	\$15.03
3.	Delivered South of the Caloosahatchee River	ton	\$5.50	\$10.34	\$15.84
4.	Delivered to Boca Grande	ton	\$5.50	\$11.15	\$16.65
5.	Delivered to Sanibel Island	ton	\$5.50	\$12.14	\$17.64
<i>Vendor Primary Contact: Pierre Benoit</i>			<i>Contact Number: 239-285-9977</i>		

**EXHIBIT C
INSURANCE REQUIREMENTS**



Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.*

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

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

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

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

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

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

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