

## **AGREEMENT FOR THE PURCHASE OF METHANOL**

**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 Thatcher Chemical of Florida, Inc., a Florida corporation, whose address is 1905 Fortune Road, Salt Lake City, UT 84104 and whose federal tax identification number is 26-1375349, hereinafter referred to as "Vendor."

### **WITNESSETH**

**WHEREAS**, the County intends to purchase methanol from the Vendor in connection with "Annual- Methanol Supply" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B180256GWT on April 13, 2018; and,

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

**WHEREAS**, the County posted a Notice of Intended Decision on June 1, 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 in accordance with the project Specifications made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of B180256GWT, 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 on an "as needed basis" for a one (1) year period. There may be an option to extend or renew this Agreement upon the written approval of both the County and the Vendor at the time of extension or renewal for three (3) additional one (1) 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.

### **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. B180256GWT, 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 B+ 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](mailto: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 sub-contracts 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 B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

**XV. MISCELLANEOUS**

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

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

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

Vendor's Representative:

County's Representatives:

Name: Craig N. Thatcher  
 Title: President

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>



Address: 245 Hazen Road,  
Deland, FL 32720-  
3967

Telephone: 386-490-1638

Facsimile: 386-490-1641

E-mail: [Mike.jackson@techem.com](mailto:Mike.jackson@techem.com)

Address: P.O. Box 398

Fort Myers, FL 33902

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

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

E-Mail: [rdesjarlais@leegov.com](mailto:rdesjarlais@leegov.com)      [mtucker@leegov.com](mailto:mtucker@leegov.com)

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
  - 1. Agreement
  - 2. County's Purchase Order
  - 3. Solicitation No. B180256GWT
  - 4. Vendor's Submittal in Response to Solicitation No. B180256GWT

[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:

**THATCHER CHEMICAL OF FLORIDA, INC.**

Signed By: *Hal W. Turnbow*

Signed By: *Craig N. Thatcher*

Print Name: Hal W. Turnbow

Print Name: Craig N. Thatcher

Title: President

Date: July 27, 2018

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: *Cecil L. Pendergrass*  
CHAIR

DATE: 7-27-18

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

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

BY: *Melissa Butler*  
DEPUTY CLERK



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

BY: *Chanda Sichel*  
OFFICE OF THE COUNTY ATTORNEY

# EXHIBIT A SPECIFICATIONS

## SCOPE OF WORK AND SPECIFICATIONS

### 1. SCOPE

- 1.1. The purpose of this Invitation to Bid is to solicit prospective bidders to furnish and deliver Methanol for use at Lee County Utilities.
- 1.2. Note: Virgin Methanol is the only type acceptable under this Invitation to Bid. Reclaimed Methanol is not acceptable.

### 2. BASIS OF AWARD

- 2.1. The basis of this award for this bid will be low bidder meeting specifications at Lee County's discretion.

### 3. DELIVERY REQUIREMENTS

- 4.1. Bids are based on firm prices and delivered F.O.B. as directed to the locations specified herein, Lee County, Florida.
- 4.2. The County reserves the right to add or delete sites at its discretion at any time throughout the term of this bid.
- 4.3. Delivery driver must present a photo I.D. upon delivery. The I.D. must show that the driver is an employee of either the trucking company or the awarded vendor. All personnel making deliveries must wear the appropriate personal protective equipment (PPE as required by MSDS). The supplier's truck must be equipped to safely handle and unload the product.
- 4.4. Lee County Utilities reserves the right to refuse delivery if that delivery is not in the proper timeframe; if the vendor has improper equipment to offload the delivery; and/or is taking improper safety precautions or has malfunctioning equipment.
- 4.5. If any product is spilled during the offloading process, it will be the truck driver's responsibility to clean it up. If the driver does not clean up a spill, the vendor shall reimburse Lee County for all cost incurred for the cleanup.
- 4.6. Each shipment shall carry a bill of lading identifying the weight of the contents, manufacturer's name, brand name (if any), and list the percentage of content in the material. In addition, an analysis of material shall accompany the shipment guaranteeing the percentage is accurate, as applicable.

### 4. PRICE ESCALATION/DE-ESCALATION

- 5.1. Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract. Upward price adjustments may be permitted only at the end of this period and only where verified to the satisfaction of the Lee County Procurement Department as provided herein. "Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the County.
- 5.2. The awarded vendor(s) shall not give less than 30 days advance written notice of a price increase to Lee County Procurement Department. Any approved price change will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. The vendor shall document the amount and proposed effective date of the change in price. The price change must affect all accounts serviced by the vendor. Documentation shall be supplied with vendor's request for increase, which will: (1) verify that the requested price increase is general in scope and not applicable just to the County and (2) verify the amount or percentage of increase which is being passed on to the vendor by other not under the control of the vendor. Failure by the vendor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. The Lee County Procurement Department may make such verification as deemed adequate. An increase in which the Lee County Procurement Department determines is excessive, regardless of any documentation supplied by the vendor, may be cause for termination of the contract by the Lee County Procurement Department. The Lee County Procurement Department will notify using agencies and vendor in writing of the effective date of any increase, which is approved. The vendor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Vendor

## **EXHIBIT A SPECIFICATIONS**

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

### **5. NATIONAL RESPONSE CENTER**

6.1. The bidder shall provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center notifications ("safety incidents") for all chemicals it delivers or manufacturers for the past five (5) years.

6.2. The bidder shall also provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for any product it supplies over the past five years. Failure to disclose references, terminations, or safety incidents will result in the bidder being disqualified from bidding on this product.

6.3. For purposes of this bid, the term "bidder" shall be defined as the vendor submitting the proposal and shall include all subsidiaries, affiliates, and subcontractors. As such, any requested documentation shall apply to all subsidiaries and affiliated companies as well as any subcontractors. In the event that a vendor is using a subcontractor to either manufacture or deliver the product, the requested items (e.g., references, terminations, and safety incidents) shall apply to the subcontractor as well.

### **6. QUANTITY PRICE DISCOUNTS**

6.1. If your firm can offer quantity discounts to Lee County on any items listed, specify items(s), quantity discounts and pricing on company letterhead. The prices on the bid form will form the basis of award.

### **7. DESIGNATED CONTACT**

7.1. The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or contingency shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

### **8. CONTRACT**

8.1. A written contract will be executed. Purchase orders will be issued.

### **9. ADDITIONAL REQUIREMENTS**

9.1. Vendors shall provide SDS sheets for all products to be provided, prior to the initiation of this contract.

9.2. Vendors agree to conform to any and all State and Federal regulations pertaining to chemicals, and to assist Lee County in doing so (Chapter 442 F.S.).

9.3. All chemicals must be approved by the National Sanitation Foundation as applicable. Vendors should provide written documentation verifying this requirement with the bid package.

### **10. MINIMUM ORDER QUANTITIES**

10.1. On the bid form vendors must specify the minimum order quantity their firm requires for delivery. If Lee County requires less than the minimum order quantity stated by the vendor on the bid form, Lee County reserves the right to purchase the material elsewhere. No amounts are implied or guaranteed.

## **EXHIBIT A SPECIFICATIONS**

### **11. MAJOR BREAKDOWNS/NATURAL DISASTERS**

11.1. Lee County requires that the awarded vendor provide the name of a contact person and phone number, which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

11.2. Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency.

### **12. FUEL SURCHARGES**

12.1. Requests for fuel surcharges will be reviewed by the County on a case-by-case basis at any time over the term of the contract. Acceptance of such surcharges will be at the County's sole discretion. No fuel surcharges requests will be considered or granted for the first three months after the initial award of the quote. Such surcharges, if granted, will be considered temporary. At the time of request, the vendor shall indicate the period of time the surcharges will be necessary. At the expiration of that time the surcharge will be reviewed again and may be reviewed or extended. The County reserves the right at its sole discretion to tie surcharges to nationally known index of its choosing (i.e. the U.S. Department of Energy); or to negotiate a percentage of flat fee directly with the awarded vendor.

## **TECHNICAL SPECIFICATIONS**

### **1. METHANOL**

#### **A. Description**

1.1. A clear colorless, liquid: free from suspended matter.

#### **B. Physical Properties**

- 1.1. Boiling Point at 760 MM.
- 1.2. Explosive limits in air 6-36.5 by volume.
- 1.3. Refractive Index 20 degrees Celsius.
- 1.4. Flash Point, open cup 16 degrees Celsius.
- 1.5. Ignition Temperature 470 degrees Celsius.
- 1.6. Vapor Pressure 20 degrees Celsius.

#### **C. Packaging**

- 1.1. Bulk; Packaging and shipping must conform to current regulations.
- 1.2. Not Malleable, DOT Flammable Liquid.

#### **D. Delivery Locations**

- 1.1. Fiesta Village WWTP  
1366 San Souci Drive  
Fort Myers, FL 33919  
239-481-1953

## **EXHIBIT A SPECIFICATIONS**

**E. Estimated Usage**

1.1. Estimated usage per year: 50,000 gal. For Fiesta Village.

**F. Delivery Time**

- 1.1. Shipments will be FOB Destination, and received between the hours of 8:00 AM and 4:00 PM.
- 1.2. Monday through Friday, within three (3) working days after verbal receipt of the order from Lee County Utilities.

**G. Delivery Amount**

1.1. Delivery amount shall be minimum/maximum of 4000 gallons for Fiesta Village.

**H. Transfer of Product**

1.1. Tanker truck with pump, in order to pump into Lee County BOCC's 6000 gallon above ground tank at Fiesta Village WWTP in Fort Myers. Driver needs to have grounding cable.

**End of Scope of Work and Specifications Section**

**EXHIBIT B  
FEE SCHEDULE**

<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Per gallon</i>
1	<u>Virgin Methanol</u>	Gallons	\$2.548

## EXHIBIT C INSURANCE REQUIREMENTS

### INSURANCE GUIDE

<b>Major Insurance Requirements</b>
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**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.

**End of Insurance Guide Section**