

**AGREEMENT FOR  
CONCRETE READY MIX - ANNUAL**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Smyrna Ready Mix Concrete, LLC, a Tennessee company authorized to do business in the State of Florida, whose address is 1136 2nd Ave. North Nashville, Tn 37208-1702, and whose federal tax identification number is 62-1850770, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase concrete ready mix from the Vendor in connection with "Concrete Ready Mix - Annual" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B200115BAG on February 21, 2020 (the "Solicitation"); 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 Notice of Intended Decision on July 13, 2020; 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 Solicitation No. B200115BAG as modified by its Addendums 1, 2 and 3, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

**II. TERM AND DELIVERY**

A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase. The Vendor shall be

responsible for furnishing and delivering to the County the commodity or services on an as needed basis for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to 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 the Solicitation, 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 services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization 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 County 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 indemnify and hold harmless Lee County Government from liabilities, damages, losses, and costs, including but not limited to attorney's reasonable fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Vendor and persons employed or utilized by the Vendor in the performance 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 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, [PRRCustodian@leegov.com](mailto:PRRCustodian@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.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

#### **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. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- 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 thirty (30) 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 reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor due to untimely completion of services, inadequate completion of services, or lack of completion of services and the Vendor shall comply with such demand within 60 days.
- D. 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. 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 XII. 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 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. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. 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: Steve Howard  
 Title: General Manager

County's Representatives:

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

		Management	
Address:	16576 Gator Road Fort Myers, FL 33912	Address:	P.O. Box 398 Fort Myers, FL 33902
Telephone:	239-218-9836	Telephone:	239-533-2221      239-533-8881
Facsimile:	239-267-3593	Facsimile:	239-485-2262      239-485-8383
E-mail:	<u>showard@smyrnare</u> <u>adymix.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u> <u>mtucker@leegov.com</u>

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

[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: Cindy Dutton

Print Name: Cindy Dutton

**Smyrna Ready Mix Concrete, LLC**

Signed By: Michael Zagula

Print Name: Michael Zagula

Title: Chief Operational Officer

Date: 7-30-2020

**LEE COUNTY**

**BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA**

BY: Brian Hunter  
CHAIR

DATE: 8/31/2020

ATTEST:

CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: Joyce Townsend  
**DEPUTY CLERK**

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

BY: Andrea Fraser  
OFFICE OF THE COUNTY ATTORNEY



## **EXHIBIT A SPECIFICATIONS OR SCOPE OF SERVICES**

### **SPECIAL CONDITIONS**

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

#### **1 TERM**

- 1.1 The Vendor shall be responsible for furnishing and delivering to the County the commodity or services on an as needed basis for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

#### **2 BASIS OF AWARD**

- 2.1 The basis of award for this solicitation will be to award per *Category* to a primary and secondary Vendor for Categories 1 through 7. The primary Vendor will be awarded to the responsible bidder with the lowest responsive bid per Category and the secondary Vendor will be awarded to the responsible bidder with the second lowest bid per Category.
- 2.2 Vendor is not required to bid on all Categories, but is required to bid on all line items within the Category to be considered eligible for award. Failure to bid on all line items within a Category will deem the Vendor Non-Responsive.
- 2.3 Category 8 on the bid schedule is for additional items that may be added onto the concrete order and are not included in/considered as part of the basis of award. Vendors are requested to bid any/all items within this category that they can provide. Any items bid will be part of Vendor's contract. Vendors are not required to bid on all items listed in Category 8.

#### **3 PRICING**

- 3.1 Bids are to be firm prices for the initial term for one (1) year including delivery, free on board (FOB) destination to the specified job site, within Lee County, inclusive of Sanibel/Captiva and Boca Grande as specified on the bid form. Prices bid are to be all inclusive of any shipping charges, environmental fees, fuel charges, and any other incidentals. The County reserves the right to pick up any items needed. Items listed without delivery specified should include all charges except any delivery charges. Vendor shall be responsible for loading all items for pickup.

End of Special Conditions Section

## SCOPE OF WORK AND SPECIFICATIONS

### 1. GENERAL SCOPE OF WORK

- 1.1 The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to furnish and deliver concrete ready-mix and other related materials to the County at designated sites as needed within Lee County on an "as-needed" basis.

### 2. DELIVERY REQUIREMENTS

- 2.1 If Vendor delivery circumstances will result in a later than original scheduled delivery time, the Vendor shall notify the County's contact person pertaining to the order two (2) 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 alternate vendor.
- c. Reschedule the order.

In the event the Vendor does not notify the County of a delay within the two (2) hour pre-delivery time, the County may reject the product at the job site. For any rejected order, the products shall be removed from the job site and transported by the Vendor back to the Vendor's facility at no 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. TOLLS

- 3.1 The County will not pay for or reimburse Vendor for any tolls. Toll charges incurred by the Vendor providing services under this contract shall be the sole responsibility of the Vendor.

### 4. DOT CERTIFIED LINE ITEMS

- 4.1 For DOT Certified Concrete line items only, the Vendor shall comply with section 346 and 347 of the January 2020 Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

### 5. ADDITIONAL BID SCHEDULE ITEMS

- 5.1 Category 8 on the bid schedule is for additional items that may be added onto the concrete order. These items may be added to a concrete order for pickup or delivery at the request of the County. The following items are considered as additional items:

- a. Ready-Mix accelerator – a concrete additive that accelerates the initial setting time of concrete
- b. Concrete Retarder – a concrete additive that delays the initial setting time of concrete
- c. Air entrainment – a concrete additive that adds tiny air bubbles within concrete to increase durability of hardened concrete
- d. Fiber Mesh – concrete reinforcement made of fibrous materials added to concrete
- e. Standby Rate – An additional charge per quarter-hour after an initial 60 minute period for a truck waiting onsite for delivery
- f. Short-load fee (loads 6 cubic yards or less) – A flat fee additional charge for deliveries made by the Vendor that are 6 cubic yards or less

End of Scope of Work and Specifications Section



Procurement Management Department  
2115 Second Floor, 1<sup>st</sup> Floor  
Fort Myers, FL 33901  
Main Line: (239) 533-8881  
Fax Line: (239) 485-8383  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

Posted Date: March 16, 2020

Solicitation No.: B200115BAG

Solicitation Name: Concrete Ready Mix - Annual

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date.

**OPEN DATE/BIDS DUE EXTENSION:**

**FROM: March 24, 2020 at 2:30 PM**

**TO: April 13, 2020 at 2:30 PM**

Bidders must ensure they continue to monitor the Lee County Procurement website for any follow-up information regarding this solicitation.

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

*Brooke Green*\_\_\_\_\_

Brooke Green  
Procurement Analyst Direct Line: 239-533-8848  
Lee County Procurement Management



Procurement Management Department  
2115 Second Floor, 1<sup>st</sup> Floor  
Fort Myers, FL 33901  
Main Line: (239) 533-8881  
Fax Line: (239) 485-8383  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

Posted Date: March 30, 2020

Solicitation No.: B200115BAG

Solicitation Name: Concrete Ready Mix - Annual

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date.

**OPEN DATE/BIDS DUE EXTENSION:**

**FROM: April 13, 2020 at 2:30 PM**

**TO: April 20, 2020 at 2:30 PM**

Bidders must ensure they continue to monitor the Lee County Procurement website for any follow-up information regarding this solicitation.

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

*Brooke Green*\_\_\_\_\_

Brooke Green  
Procurement Analyst Direct Line: 239-533-8848  
Lee County Procurement Management



Procurement Management Department  
2115 Second Floor, 1<sup>st</sup> Floor  
Fort Myers, FL 33901  
Main Line: (239) 533-8881  
Fax Line: (239) 485-8383  
[www.lee.gov.com/procurement](http://www.lee.gov.com/procurement)

Posted Date: April 6, 2020

Solicitation No.: B200115BAG

Solicitation Name: Concrete Ready Mix - Annual

Subject: Addendum Number 3

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date.

**OPEN DATE/BIDS DUE EXTENSION:**

**FROM: April 20, 2020 at 2:30 PM**

**TO: June 12, 2020 at 2:30 PM**

Bidders must ensure they continue to monitor the Lee County Procurement website for any follow-up information regarding this solicitation.

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**


**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

*Brooke Green*

Brooke Green  
Procurement Analyst Direct Line: 239-533-8848  
Lee County Procurement Management



## EXHIBIT B FEE SCHEDULE

	<b>LEE COUNTY</b> SOUTHWEST FLORIDA	<b>PRICE VERIFICATION BID/PROPOSAL FORM</b>	
<b>COMPANY NAME:</b> SRM CONCRETE LLC			
<b>SOLICITATION:</b> B200115BAG Concrete Ready Mix - Annual			
<b>Concrete Ready Mix - Annual</b>			
<b>Category 1 - 3000PSI and 3500 PSI Concrete delivered Countywide</b>			
Item	Description	Unit of Measure	Unit Price
1	Ready-Mix Concrete 3000 PSI - delivered Countywide (excluding Pine Island, Sanibel/Captiva, and Boca Grande)	Cubic Yard	\$ 114.00
2	Ready-Mix Concrete 3500 PSI - delivered Countywide (excluding Pine Island, Sanibel/Captiva, and Boca Grande)	Cubic Yard	\$ 117.00
3	Pump-Mix Concrete 3000 PSI - delivered Countywide (excluding Pine Island, Sanibel/Captiva, and Boca Grande)	Cubic Yard	\$ 121.00
4	Flowable Fill - excavatable - delivered Countywide (excluding Pine Island, Sanibel/Captiva, and Boca Grande)	Cubic Yard	\$ 104.00
<b>TOTAL: Category 1</b>			<b>\$ 456.00</b>
<b>Category 2: 4000 PSI and 5000 PSI Concrete delivered Countywide</b>			
Item	Description	Unit of Measure	Unit Price
5	Ready-Mix Concrete 4000 PSI - delivered Countywide (excluding Pine Island, Sanibel/Captiva, and Boca Grande)	Cubic Yard	\$ 120.00
6	Ready-Mix Concrete 5000 PSI - delivered Countywide (excluding Pine Island, Sanibel/Captiva, and Boca Grande)	Cubic Yard	\$ 126.00
7	Pump-Mix Concrete 4000 PSI - delivered Countywide (excluding Pine Island, Sanibel/Captiva, and Boca Grande)	Cubic Yard	\$ 127.00
<b>TOTAL: Category 2</b>			<b>\$ 373.00</b>
<b>Category 3: Concrete delivered to Pine Island</b>			
Item	Description	Unit of Measure	Unit Price
8	Ready-Mix Concrete 3000 PSI - delivered to Pine Island	Cubic Yard	\$ 122.50
9	Ready-Mix Concrete 3500 PSI - delivered to Pine Island	Cubic Yard	\$ 125.50
10	Ready-Mix Concrete 4000 PSI - delivered to Pine Island	Cubic Yard	\$ 128.50
11	Ready-Mix Concrete 5000 PSI - delivered to Pine Island	Cubic Yard	\$ 134.50
12	Pump-Mix Concrete 3000 PSI - delivered to Pine Island	Cubic Yard	\$ 129.50
13	Pump-Mix Concrete 4000 PSI - delivered to Pine Island	Cubic Yard	\$ 135.50
14	Flowable Fill -excavatable - delivered to Pine Island	Cubic Yard	\$ 112.50
<b>TOTAL: Category 3</b>			<b>\$ 888.50</b>

<b>Category 4: Concrete delivered to Sanibel Island and Captiva Island</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
15	Ready-Mix Concrete 3000 PSI - delivered to Sanibel/Captiva	Cubic Yard	\$ 117.50
16	Ready-Mix Concrete 3500 PSI - delivered to Sanibel/Captiva	Cubic Yard	\$ 120.50
17	Ready-Mix Concrete 4000 PSI - delivered to Sanibel/Captiva	Cubic Yard	\$ 123.50
18	Ready-Mix Concrete 5000 PSI - delivered to Sanibel/Captiva	Cubic Yard	\$ 129.50
19	Pump-Mix Concrete 3000 PSI - delivered to Sanibel/Captiva	Cubic Yard	\$ 124.50
20	Pump-Mix Concrete 4000 PSI - delivered to Sanibel/Captiva	Cubic Yard	\$ 130.50
21	Flowable Fill -excavatable - delivered to Sanibel/Captiva	Cubic Yard	\$ 107.50
<b>TOTAL- Category 4</b>			<b>\$ 853.50</b>
<b>Category 5: Concrete delivered to Boca Grande</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
22	Ready-Mix Concrete 3000 PSI - delivered to Boca Grande	Cubic Yard	No Bid
23	Ready-Mix Concrete 3500 PSI - delivered to Boca Grande	Cubic Yard	No Bid
24	Ready-Mix Concrete 4000 PSI - delivered to Boca Grande	Cubic Yard	No Bid
25	Ready-Mix Concrete 5000 PSI - delivered to Boca Grande	Cubic Yard	No Bid
26	Pump-Mix Concrete 3000 PSI - delivered to Boca Grande	Cubic Yard	No Bid
27	Pump-Mix Concrete 4000 PSI - delivered to Boca Grande	Cubic Yard	No Bid
28	Flowable Fill -excavatable - delivered to Boca Grande	Cubic Yard	No Bid
<b>TOTAL- Category 5</b>			<b>\$ -</b>
<b>Category 6: DOT Certified Concrete</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
29	DOT Certified Class I NS Concrete 2500 PSI - delivered Countywide (excluding Pine Island, Sanibel/Captiva, and Boca Grande)	Cubic Yard	No Bid
30	DOT Certified Class I NS Concrete 2500 PSI - delivered to Sanibel/Captiva	Cubic Yard	No Bid
31	DOT Certified Class I NS Concrete 2500 PSI - delivered to Pine Island	Cubic Yard	No Bid
32	DOT Certified Class I NS Concrete 2500 PSI - delivered to Boca Grande	Cubic Yard	No Bid
33	DOT Certified Class I NS Concrete 2500 PSI - plant pickup	Cubic Yard	No Bid
34	DOT Certified Class II Concrete 3400 PSI - delivered Countywide (excluding Pine Island, Sanibel/Captiva, and Boca Grande)	Cubic Yard	No Bid
35	DOT Certified Class II Concrete 3400 PSI - delivered to Sanibel/Captiva	Cubic Yard	No Bid
36	DOT Certified Class II Concrete 3400 PSI - delivered to Pine Island	Cubic Yard	No Bid
37	DOT Certified Class II Concrete 3400 PSI - delivered to Boca Grande	Cubic Yard	No Bid
38	DOT Certified Class II Concrete 3400 PSI - plant pickup	Cubic Yard	No Bid
39	DOT Certified Class II Concrete 4500 PSI - delivered Countywide (excluding Pine Island, Sanibel/Captiva, and Boca Grande)	Cubic Yard	No Bid
40	DOT Certified Class II Concrete 4500 PSI - delivered to Sanibel/Captiva	Cubic Yard	No Bid
41	DOT Certified Class II Concrete 4500 PSI - delivered to Pine Island	Cubic Yard	No Bid
42	DOT Certified Class II Concrete 4500 PSI - delivered to Boca Grande	Cubic Yard	No Bid
43	DOT Certified Class II Concrete 4500 PSI - plant pickup	Cubic Yard	No Bid
44	DOT Certified Class IV Concrete 5500 PSI - delivered Countywide (excluding Pine Island, Sanibel/Captiva, and Boca Grande)	Cubic Yard	No Bid
45	DOT Certified Class IV Concrete 5500 PSI - delivered to Sanibel/Captiva	Cubic Yard	No Bid
46	DOT Certified Class IV Concrete 5500 PSI - delivered to Pine Island	Cubic Yard	No Bid
47	DOT Certified Class IV Concrete 5500 PSI - delivered to Boca Grande	Cubic Yard	No Bid
48	DOT Certified Class IV Concrete 5500 PSI - plant pickup	Cubic Yard	No Bid

49	DOT Certified small line pump mix 3000 PSI - delivered Countywide (excluding Pine Island, Sanibel/Captiva, and Boca Grande)	Cubic Yard	No Bid
50	DOT Certified small line pump mix 3000 PSI - delivered to Sanibel/Captiva	Cubic Yard	No Bid
51	DOT Certified small line pump mix 3000 PSI - delivered to Pine Island	Cubic Yard	No Bid
52	DOT Certified small line pump mix 3000 PSI - delivered to Boca Grande	Cubic Yard	No Bid
53	DOT Certified small line pump mix 3000 PSI - plant pickup	Cubic Yard	No Bid
54	DOT Certified NS Grout Filler 5000 PSI - delivered Countywide (excluding Pine Island, Sanibel/Captiva, and Boca Grande)	Cubic Yard	No Bid
55	DOT Certified NS Grout Filler 5000 PSI - delivered to Sanibel/Captiva	Cubic Yard	No Bid
56	DOT Certified NS Grout Filler 5000 PSI - delivered to Pine Island	Cubic Yard	No Bid
57	DOT Certified NS Grout Filler 5000 PSI - delivered to Boca Grande	Cubic Yard	No Bid
58	DOT Certified NS Grout Filler 5000 PSI - plant pickup	Cubic Yard	No Bid
59	Shrinkage reducing and compensating admixture - delivered Countywide (excluding Pine Island, Sanibel/Captiva, and Boca Grande)	Cubic Yard	No Bid
60	Shrinkage reducing and compensating admixture - delivered to Sanibel/Captiva	Cubic Yard	No Bid
61	Shrinkage reducing and compensating admixture - delivered to Pine Island	Cubic Yard	No Bid
62	Shrinkage reducing and compensating admixture - delivered to Boca Grande	Cubic Yard	No Bid
63	Shrinkage reducing and compensating admixture - plant pickup	Cubic Yard	No Bid
<b>TOTAL: Category 6</b>			<b>\$ -</b>
<b>Category 7: Concrete Pick Up</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
64	Ready-Mix Concrete 3000 PSI - plant pick up	Cubic Yard	No Bid
65	Flowable Fill - excavatable - plant pick up	Cubic Yard	No Bid
<b>TOTAL: Category 7</b>			<b>\$ -</b>
<b>Category 8: Additional Items (Items may be charged in addition to the above unit costs as applicable)</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
66	Ready-Mix Concrete Accelerator	Cubic Yard	\$ 9.00
67	Concrete Retarder	Cubic Yard	\$ 2.00
68	Air Entrainment	Cubic Yard	\$ 10.00
69	Fiber Mesh	Cubic Yard	\$ 6.00
70	Standby Rate for deliveries Countywide excluding Sanibel/Captiva, Pine Island, or Boca Grande	Per Qtr. Hour	\$ 18.75
71	Standby Rate for deliveries to Sanibel/Captiva, Pine Island, or Boca Grande	Per Qtr. Hour	\$ 18.75
72	Short-load fee	Flat Fee	\$ 100.00
<b>TOTAL: Category 8</b>			<b>\$ 164.50</b>
<b>Project awarded per total per category.</b>			

## EXHIBIT C

### INSURANCE REQUIREMENTS



#### Lee County 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); 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 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."*



**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.

EXHIBIT D

VENDOR BACKGROUND SCREENING AFFIDAVIT



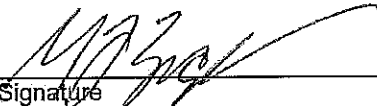
VENDOR BACKGROUND  
SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 7-30-2020

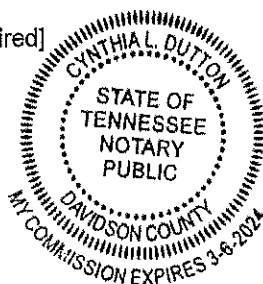
  
Signature

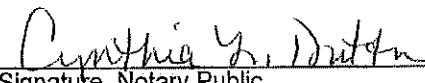
STATE OF Tennessee  
COUNTY OF Davidson

Michael Zagula Chief Operational Officer  
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 30 day of July, 2020, by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: himself

[Stamp/seal required]



  
Signature, Notary Public