

**AGREEMENT FOR WWTP SOLIDS-SLUDGE REMOVAL,
DEWATERING AND LANDFILL DISPOSAL**

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 U.S. Submergent Technologies, LLC, a Florida company, whose address is 2153 Rayburn Street, Orlando, FL 32824, and whose federal tax identification number is 45-3805258, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase solids-sludge removal, dewatering and landfill disposal services from the Vendor in connection with "WWTP Solids-Sludge Removal, Dewatering and Landfill Disposal" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B210331TRD on June 18, 2021 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on September 2, 2021; 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 Services is set forth in Sections 1 through 5 of the Scope of Work and Specifications section of B210331TRD, 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. B210331TRD, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for one (1), three (3) year 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 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 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; <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. 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.

X. 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.

XI. 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'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.

XII. 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.

XIII. 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.

XIV. 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:	<u>Denver J. Stutler, Jr.</u>
Title:	<u>CEO</u>
Address:	<u>235 North Orange Ave., Suite 201</u> <u>Sarasota, FL 34236</u>
Telephone:	<u>941-216-0149</u>
Facsimile:	<u>941-216-0149</u>
E-mail:	<u>Dstutler.ussubmerge nt.com</u>

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>

- 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:

U.S. Submergent Technologies, LLC

Signed By: Elizabeth Goldsmith

Signed By: [Signature]

Print Name: Elizabeth Goldsmith

Print Name: Denver Stutler

Title: CEO

Date: 9 17 21

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 11-19-21

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

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]
DEPUTY CLERK



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

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SPECIFICATIONS OR SCOPE OF SERVICES

VER 06-20-2020

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 provide Solid/Sludge removal from wastewater treatment processes from multiple locations and deliver them to landfill location.

2. DETAILED SCOPE OF WORK

2.1. DESCRIPTION OF WORK:

- 2.1.1. The Work to be done under this Contract shall consist of removing accumulated solids/sludge residuals from unit process at all County wastewater facilities. All residuals removed shall be disposed of at the Lee/Hendry Landfill. The amount of residuals that can be hauled to the Landfill is limited to four loads per day.
- 2.1.2. Unit Processes Locations:
 - 2.1.2.1. Fiesta Village Water Reclamation Facility
1366 San Souci Drive
Plant phone: 239-481-1953
Lead Operator: Zack Munoz 239-357-0342
 - 2.1.2.2. Fort Myers Beach Water Reclamation Facility
17155 Pine ridge Rd.
Plant phone: 239-466-8039
Lead Operator: Darryl Parker 239-357-0246
 - 2.1.2.3. Gateway Water Reclamation Facility
13265 Soccer Dr.
Plant Phone: 239-768-3392
Lead Operator: John Hollingsworth 239-785-7486
 - 2.1.2.4. Pine Island Water Reclamation Facility
6928 Stringfellow Rd.
Plant Phone: 239-282-0025
Lead Operator: Zack Munoz 239-357-0342
 - 2.1.2.5. Three Oaks Water Reclamation Facility
18521 Three Oaks Pkwy
Plant Phone: 239-267-0387
Lead Operator: Tom White 239-671-1613
- 2.1.3. Disposal Options: All Wastewater solids/sludge residuals shall be disposed of at the Lee/Hendry landfill, located at 5500 Church Road, Felda, FL 33930. Hours of operation are Monday – Friday 7:00 AM to 4:00 PM. The last load must be in the gate 30 minutes before closing to allow adequate time to dump. Advanced notice to the scalehouse is required for special wastes. The amount of residuals that can be hauled to the Landfill is limited to four loads per day.
- 2.1.4. All Equipment and hauling vehicles provided by Vendor to perform their obligations under this Contract shall be maintained by Vendor in a good and safe operating condition throughout the duration of this Contract. Hauling vehicles used for the removal and disposal shall be leak proof. No leakage from tailgates is allowed.
- 2.1.5. Vendor shall be responsible for examining the site and completing all necessary investigations to inform itself thoroughly as to all difficulties involved, all quantities of residuals to be removed, requirements to complete all work specified herein.

- 2.1.6. **Implied and Normally Required Work:** The Vendor hereby understands and agrees that it is the intent of these Specifications to provide the COUNTY with complete removal of the residuals from predetermined unit processes. Any part or item of work which is reasonably implied or normally required to make this project satisfactorily and completely operable is deemed to be included in the Work and responsibility of the Vendor. All miscellaneous appurtenances and other items of Work incidental to meeting the intent of these Specifications are considered to be included in the Work and responsibility of the Vendor, even though these appurtenances may not be specifically called for in these Specifications.
- 2.1.7. Vendor shall provide competent and properly licensed operators for the operation of all equipment employed in the performance of Vendor's obligations under this Contract. For security purposes, all drivers and representatives of Vendor shall provide photo identification, along with the proper credentials, indicating that they are employed and a duly authorized representative of Vendor. The County project sponsoring department (LCU) and/or other equivalent authorized representative reserves the right to refuse access to any facility if proper identification is not provided upon request. Any associated costs incurred by Vendor shall be borne by Vendor, should access be denied for lack of proper identification.
- 2.1.8. Vendor shall be responsible for all clean-up activities, costs incurred, and materials for any spilled residuals which results from the performance of obligations by Vendor under this Contract, regardless of the cause of the spillage. The cleanup shall include, but not be limited to, the removal of the spilled material and the remediation of the area where the spillage occurred. The cleanup efforts and site must meet all local, State and Federal regulations and requirements. Vendor shall notify the plant personnel immediately upon discovery of a spill.
- 2.2. **The following shall further be responsibility of the Vendor under this Contract:**
 - 2.2.1. Furnishing and mobilization of all labor, supervision, material, fuel, water, tools, equipment, supplies, transportation and other means of construction necessary, or proper, for performing and completing the Work.
 - 2.2.2. All material must pass the paint-filter test in order to be disposed of at the Landfill. The amount of residuals that can be hauled to the Landfill is limited to four loads per day.
 - 2.2.3. Protection of all existing equipment, piping, structures, and other appurtenances located in the unit process.
 - 2.2.4. Dewatering as necessary to complete the Work. Dewatering operations shall not utilize the ground or any storm drain areas. Vendor must use approved plant collection systems, another plant tank or provide their own tank.
 - 2.2.5. Complete repair and restoration of all areas disturbed or damaged by removal activities. Areas shall be restored to pre-construction/service conditions at a minimum unless otherwise specified herein.
 - 2.2.6. Maintaining the Work area and site in a clean and acceptable manner.
 - 2.2.7. Maintaining existing facilities in service at all times except where specifically provided for otherwise herein. Vendor shall coordinate his work with Plant Operations personnel, specifically the plant Lead Operator and Wastewater Manager.
 - 2.2.8. Protection of finished and unfinished Work.
 - 2.2.9. Provide and maintain erosion and sediment controls around the work area.
 - 2.2.10. Furnishing as necessary, proper equipment and machinery of a sufficient capacity to facilitate the Work and to handle all emergencies normally encountered in Work of this character.
- 2.3. **VENDOR'S USE OF SITE:**
 - 2.3.1. In addition to the requirements of the General Conditions, Vendor shall be responsible for the following:
 - 2.3.1.1. County occupancy and access to operate existing facilities.
 - 2.3.1.2. Coordination of site use with County authorized representative.
 - 2.3.1.3. Responsibility for protection and safekeeping of equipment and products under this Contract.

2.3.1.4. Vendor shall submit a Site Utilization Plan for review and approval by the project manager prior to commencement of the project.

2.3.1.4.1. The Site Utilization Plan identifies routes for entry and exiting, and staging areas for vehicles and equipment at the site. This site Utilization plan shall be furnished by the contractor after the Purchase Order (PO) has been issued and prior to the commencement of work under same PO.

2.3.1.5. County shall occupy premises during entire period of removal process in order to maintain normal operations. Vendor shall cooperate with County's representative in all restoration operations to minimize conflict, facilitate County usage, and maintain site security as designated by Wastewater Manager and Project Manager.

2.3.2. Execution:

2.3.2.1. The Vendor shall commence work within 5 business days following issuance of County Purchase Order or as otherwise indicated within the County Purchase Order. Vendor shall at all times coordinate commencement, delays, and completion of services with County authorized representative requesting work. Vendor shall execute Work with such progress as may be required to prevent delay to the general completion of the project. Execute work quickly and supply adequate personnel, material and equipment so as to complete the Work in the time established by the Contract. At all times, schedule and direct the Work so that it provides an orderly progression to completion within the specified time for completion

2.3.2.2. Work at the site shall permitted between 7:00 AM to 5:00 PM unless permission to deviate is granted by the County authorized representative. The County does not want heavy equipment moving through the residential area outside the hours listed.

2.3.2.3. Vendor is responsible for locating and protecting all existing utility lines and expansion joints within the process basins and adjacent to the active work zone.

2.3.2.4. Vendor will be given key cards to the gate and the cards will open the gate when needed. Otherwise the gate is to remain shut at all times.

2.4. OBLIGATIONS OF THE COUNTY

2.4.1. Prior to issuance of Purchase Order, Lee County Utilities (LCU) will have a Toxicity Characteristic Leaching Procedure (TCLP) analysis as required for disposal of residuals generated at the facility during the term of the Contract and provide such to the Vendor.

2.4.2. The County shall complete the Lee County Solid Waste Generator's Waste Summary Sheet (GWSS) prior to disposal

2.4.3. The County shall pay all Landfill Tipping fees internally.

2.4.4. The County shall lock/tagout and isolate all plant equipment.

2.5. COMPENSATION

2.5.1. Vendor shall invoice the County as each unit process is cleaned.

2.5.1.1. Vendor shall invoice the County using Wet Tons as the unit of measure on all invoices.

2.5.2. The Vendor's rates shall be fully loaded and as such be inclusive of all labor, materials, equipment, overhead, etc. necessary to provide for complete and satisfactory services.

2.5.3. All work shall be completed within 120 calendar days from issuance of Purchase Order.

End of Scope of Work and Specifications Section



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

Posted Date: July 7, 2021

Solicitation No.: B210331TRD

Solicitation Name: Wastewater Treatment Plant Solids-Sludge Removal, Dewatering and Landfill Disposal

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. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENT: NONE

2. QUESTIONS/ANSWERS

1.	Bid form is based on 1,000 Wet Tonnes - is this per plant or total for all 5 plants?
Answer	<u>Total is for all five plants.</u>
2.	How was the sludge dewatered in the past by the previous contractor?
Answer	<u>Sludge is dewatered in process tanks through normal gravity drainage. Digester, Oxidation Ditches, Aeration Basins.</u>
3.	What is the budget for the project?
Answer	<u>See Terms and Conditions, section 13.3.</u>
4.	Is this a continuous on-going contract or a single event for each plant?
Answer	<u>See Special Conditions, section 1 – TERM.</u>
5.	Can you specify where the sludge is being removed from, such as lagoons, drying beds or digesters?
Answer	<u>Digester, Oxidation Ditches, Aeration Basins and other unit processes.</u>
6.	Under Special Conditions, Item 1 Term, it states that the Vendor will furnish services on an "as needed basis". Please clarify what is the anticipated frequency and volume to be removed by plant.
Answer	<u>Estimated 1,000 wet tons per year. There is no set cleaning/removal schedule, and shall be needed as tanks are removed from service.</u>
7.	Is it possible to schedule a site visit to each of the plants?
Answer	<u>Not at this time.</u>
8.	Are there past bid tabs available? Please provide a copy of the current contract and current price.
Answer	<u>This is a new contract with no historical pricing.</u>

9.	Section 2.2 (2.2.1.) states the vendor is responsible for the water need for this project. Are there water hook ups available at each of the sites for use, and if so, what is the cost to the vender for the water usage?
Answer	Yes, water hookups are available. No Charge.
10.	When was the last time each of the facilities were cleaned and what was the bid tabulation/award amount at that time? <ul style="list-style-type: none"> • Fiesta Village Water Reclamation Facility – • Fort Myers Beach Water Reclamation Facility – • Gateway Water Reclamation Facility – • Pine Island Water Reclamation Facility – • Three Oaks Water Reclamation Facility –
Answer	See answer to question 8. These facilities have not been previously cleaned under a previous contract.
11.	What is the estimated project state date?
Answer	All work shall be completed within 120 calendar days from issuance of Purchase Order.
12.	Are there power hook ups available for use at each of the sites?
Answer	The County has normal 120 volt receptacles. Anything with higher voltage requirements shall be at the Vendor's expense and must be approved by the county.
13.	Is this bid only for emergency backup or is it for regular scheduled work?
Answer	It shall be for scheduled work on an as needed basis.
14.	Is there an anticipated volume that will need to be dewatered?
Answer	Not at this time.
15.	The spec's say it is 3 year contract with three one year options available but it also says you have 120 days to complete. Can you please clarify that?
Answer	The contract initial term is for 3 year. The 120 days to complete after is for each individual project/request for service.
16.	Will the County provide power for the dewatering equipment?
Answer	See answer to question 12.
17.	Can we get a site visit for each of the plants?
Answer	See answer to question 7.
18.	Is it anticipated that the successful bidder would need to be at more than one plant at any time?
Answer	Yes.
19.	Would the County consider adding a mobilization charge to the per ton price? If not will there be a minimum volume to be dewatered?
Answer	No the County will not consider a mobilization charge or a minimum volume to be dewatered. Vendor shall bid per the specifications provided.
20.	Who is the current servicer provider?
Answer	See answer to question 8.

21.	What is the current cost for services?
Answer	See answer to question 8.
22.	Please provide the actual tonnage from each plant that was dewatered and disposed of 2019 & 2020.
Answer	This is a new contract.
23.	Please confirm that all tipping fees for disposal are paid by Lee County.
Answer	See Scope of Work and Specifications, section 2.4.3.
24.	Will you provide a list of the units at each plant scheduled for solids removal include dimensions, location, and access.
Answer	Units shall be cleaned on an "As needed basis" tank dimensions, locations and access shall be determined at time of cleanings.
25	With this solicitation are you looking for a vactor truck to vacuum solids from various basins and tanks, or are you looking for pumping and onsite dewatering using a press or centrifuge to perform mechanical dewatering, or dewatered cake hauling only?
Answer	Removal and Dewatering means and methods shall be determined by the contractor. Past cleanings have been done by gravity dewatering in place and removal using bucket/containers and crane.
26.	Who performs this work currently?
Answer	See answer to question 8.
27.	What is the expected start date for the contractor awarded this contract?
Answer	Start dates shall be on an as needed basis as unit process are removed from service.
28.	Have you needed to utilize the secondary contractor during the previous term of the contract?
Answer	See answer to question 8.
29.	Will you provide access to the Lee County wastewater facilities to allow bidding contractors to make measurements and examine the work area?
Answer	See answer to question 7.
30.	Can you be more specific on what the material is to be Removed from ? are these Tanks ? that would require the material to be removed and dewatered with portable Dewatering equipment ? or is this Cake sludge coming from a belt press ?
Answer	This is sludge material from unit process tanks such as Digesters, Aeration Basins, and Oxidation Ditches. Past cleanings have been done by gravity dewatering in place and removal using bucket/containers and crane.

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.

Thomas Derathé

Procurement Analyst
Procurement Analyst Direct Line: 239-533-8858
Lee County Procurement Management



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

Posted Date: July 16, 2021

Solicitation No.: B210331TRD

Solicitation Name: Wastewater Treatment Plant Solids-Sludge Removal, Dewatering and Landfill Disposal

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. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

OPEN DATE/BIDS DUE EXTENSION:

FROM: July 22, 2021 at 2:30 PM

TO: August 11, 2021 at 2:30 PM

QUESTIONS RECEIVED WILL BE ANSWERED IN A SUBSEQUENT ADDENDUM.

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

ONSITE VISIT:

A Non-Mandatory Pre-Bid Conference has been scheduled for the following time and location:
1:00 PM July 23, 2021, Fort Myers Beach Water Reclamation Facility, 17155 Pine Ridge Road Fort Myers, FL 33931. It is the intent of the County to go to a secondary location immediately following the first location for the purpose of discussing the proposed project. Prospective bidders are encouraged to attend. All prospective bidders are encouraged to obtain and review plans, specifications, and scope of work for this bid before the pre-bid conference so that they may be prepared to discuss any question or concerns they have regarding this project. A site visit may follow the pre-bid conference. Questions regarding this solicitation are to be directed, in writing, to Thomas Derathé using the email address tderathe@leegov.com or faxed to (239) 485 8383 during normal working hours.

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.

Thomas Derathé

Thomas Derathé
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Lee County Procurement Management



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Posted Date: July 28, 2021

Solicitation No.: B210331TRD

Solicitation Name: Wastewater Treatment Plant Solids-Sludge Removal, Dewatering and Landfill Disposal

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. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENT:

- a. Fiesta Village Digesters Drawings
- b. Fiesta Village Oxidation Ditches Drawings
- c. Fort Myers Beach Aeration Basins Drawings
- d. Fort Myers Beach Digesters Drawings
- e. Gateway Digesters Drawings
- f. Gateway Oxidation Ditches Drawings
- g. Pine Island Davco Plant Drawings
- h. Three Oaks Digesters Drawings
- i. Three Oaks Oxidation Ditch 1 and 2 Drawings
- j. Three Oaks Oxidation Ditch 3 Drawings
- k. Three Oaks Oxidation Ditch 4 Drawings

2. QUESTIONS/ANSWERS

1.	Per Section 2.1.5. of the Scope of Work and Specifications, the County is requiring Vendors to examine the sites to complete their investigation into the requirements to complete the work, however the County has stated that they will not schedule site visits at this time. Would the County consider extending the bid due date to allow Vendors to visit the County's facilities?
Answer	To allow Vendors to visit the County's facilities, the bid has been extended from Thursday July 22, 2021 at 2:30 PM, to Wednesday August 11, 2021, at 2:30 PM. Additionally, a Non-Mandatory Pre-Bid Conference was scheduled for July 23, 2021 @ 1:00 PM located at the Fort Myers Beach Water Reclamation Facility, 17155 Pine Ridge Road, Fort Myers, FL 33931. Please see Addendum 2 for additional information.
2.	Please provide drawings with dimensions of the digesters, oxidation ditches, aeration basins and other unit processes.
Answer	Please see attachments.
3.	Will the Owner drain the tanks prior to the start of the project? If so, to what elevation?
Answer	Yes, the County will drain the tanks prior to the start of the project. Elevations will vary from tank to tank. All free liquid will be drained from the tanks.

4.	What is considered clean? Empty? Is fire hose nozzle pressure acceptable?
Answer	No residuals, rags, or debris left in the tank being cleaned shall be considered clean and empty. Yes, fire hose pressure is acceptable for cleaning tanks.
5.	What type of polymer does the County currently dewater with and what is the dosage rate at each facility?
Answer	The County currently utilizes Polydyne Clarifloc SE 1080 to dewater all facilities. The dosage rate at each facility ranges from 30-40 mg/l for belt presses and 120-130 mg/l for centrifuge.
6.	Is the Owner paying for the landfill tip fees or will contractor pay these?
Answer	The County shall pay all Landfill Tipping fees internally as stated in the Solicitation's Scope of Work and Specifications item 2.4.3.
7.	Who will be responsible for the analysis and landfill profile approval?
Answer	Lee County Utilities will conduct all required material analysis and obtain landfill profile approval prior to starting work. Please review section 2.4 Obligations of the County, located on page 18 of the solicitation package.
8.	Where will the filtrate/centrate be discharged at each plant? What restrictions, if any, exists? Can we gravity flow to each location or will we need a pump?
Answer	All filtrate/centrate may be discharged to onsite manholes/lift stations, which are located at each plant. Pumps shall be required for dewatering digesters at each facility. All other tanks may be drained by gravity.
9.	Regarding available water, what is the available flow rate at each facility? Is the water potable or reuse? If reuse, please specify the chlorine content.
Answer	All plants have 2" cam-lock connections available for reuse water, or if the need arose, the County may install one. All plants also have valves with 1" male pipe thread for installing 1" industrial water hoses. The available flow rate at each facility ranges from 100-200 GPM. The chlorine content ranges from 0 to 5 mg/L.
10.	Does this project fall under the Prevailing wage requirement?
Answer	No, this project does not fall under the Prevailing wage requirement.
11.	When the awarded contractor is notified to begin work, will they be cleaning all five facilities, one after another (120 for all five facilities) or will you contact them to clean one at a time with weeks or months in between the cleanings (120 days per facility)?
Answer	The County will notify the Vendor to begin work by issuance of Purchase Order. Cleanings may vary from one to four tanks at one time, at various facilities, with all work to be completed within 120 calendar days from issuance of Purchase Order. Not all facilities will be cleaned at one time. Site locations and dates may vary.
12.	If the material does not meet acceptance criteria at Lee/Hendry landfill, will the County accept an alternative approved disposal site for the material?
Answer	No, the County shall not accept an alternative approved disposal site for the material. All material must be disposed of at the Lee/Hendry landfill.
13.	Is there a drying bed area at one of the facilities to stock pile "wet" material?
Answer	No, there are no drying bed areas located within the facilities to stock pile "wet" material. As stated in item 2.2.4 Dewatering operations shall not utilize the ground or any storm drain areas. Vendor must use approved plant collection systems, another plant tank or provide their own tank.

14.	How many tank cleanings per year is the County estimating?
Answer	The County estimates two to six tanks will be cleaned each year. However, additional tank cleanings may be required at the County's request.
15.	Will there be a minimum tonnage of material for each tank cleaning?
Answer	No, there will not be a minimum tonnage of material for each tank cleaning. However, the amount of residuals that can be hauled to the Landfill is limited to four loads per day.
16.	Will the County accept a separate line item cost for dewatering?
Answer	No, the County will not accept a separate line item cost for dewatering. The Vendor shall bid accordingly as shown on the Bid/Proposal Form. Please remember any blank spaces on the form(s), qualifying notes or exceptions, or counter offers (change to Bid/Proposal Form) may declare the submission as non-responsive.
17.	Is there a weight limit for each truck load of material to the landfill?
Answer	The amount of residuals that can be hauled to the Landfill is limited to four loads per day. Contractor shall be required to coordinate disposal schedule with Solid Waste to ensure they can accept sludge. The Scale at the Landfill will read up to 105,000Lbs; however, loads shall stay within legal weight limits for local and state regulations.

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

Thomas Derathé

Thomas Derathé
Procurement Analyst Direct Line: 239-533-8858
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Posted Date: August 6, 2021

Solicitation No.: B210331TRD

Solicitation Name: WWTP Solids-Sludge Removal, Dewatering and Landfill Disposal

Subject: Addendum Number 4

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. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENT: NONE

2. QUESTIONS/ANSWERS

1.	Will there be a need for the contractor to provide a dewatering press to dewater sludge removed for the units?
Answer	No, the Vendor will not need to provide a dewatering press to dewater sludge. In the past the sludge was dewatered with normal gravity drainage.
2.	Will the contractor need to utilize a vactor truck to remove solids?
Answer	Vendor shall be responsible to determine the need to utilize a vactor truck to remove solids. However, in the past, solids were removed by hopper and crane method.
3.	Has a list of units to be cleaned and a sequence of cleaning events been prepared?
Answer	A list of units to be cleaned and a sequence of cleaning events have not been prepared, at this time. The County will notify the Vendor to begin work by issuance of Purchase Order. Cleanings may vary from one to four tanks at one time, at various facilities, with all work to be completed within 120 calendar days from issuance of Purchase Order. Not all facilities will be cleaned at one time. Site locations and dates may vary.
4.	Does the Lee/Hendry Landfill require the solids/sludge disposal to pass paint filter test?
Answer	Yes, the Lee/Hendry Landfill requires solids/sludge disposal to pass the paint filter test.
5.	All of them are open? Open tanks? You don't have any confined space stuff?
Answer	All tanks to be cleaned are open tanks, and are considered confined spaces. Proper confined space entries will need to be performed. Oxidation ditch tanks were also listed to be cleaned for this solicitation.
6.	At the Landfill, do you got an account at the Landfill? Or is it up to the Contractor to get the account & profile set? Will they bill you for the tipping fees
Answer	The Lee/Hendry Landfill will bill the County for the tipping fees. Vendor may have to work with the Landfill to set up the profile.

7.	You don't envision any like belt press, or centrifuge, or anything for this cleaning? It's all just a manual? Get in there, so you gotta crane and bucket it out?
Answer	Yes, the County does not envision cleaning methods with belt press or centrifuge. The County envisions most of the cleanings to be done manually with a crane and bucketing out the debris/residue.
8.	When you did the 450, It's basically just manual effort of getting in there and bucket the stuff out of there? And it's probably still hard for it to meet paint filter doing that right?
Answer	Previously, when the tanks were cleaned internally by the County, the tanks were drained, then the County put two Skid Steers in the tank and piled it up. When the County cleaned one of the tanks, it was not too difficult meeting the paint filter test, the debris was mainly sand, and grit.
9.	Is there any chance that you would be doing two tanks at the same time? Because that make it a little bit more difficult with two crews.
Answer	The tanks can be cleaned one at a time, when one tank is cleaned, the Vendor can move to the next tank to be cleaned. The County and the Vendor shall coordinate to determine the order of the tanks to be cleaned.
10.	You need the Contractor to remove the diffusers? Or are you guys going to take care of that?
Answer	The County and the Vendor shall coordinate the removal of the diffusers prior to the Vendor cleaning the tanks.
11.	Do you have a definition of what's clean? Do we have to get them down to pressure wash them? Not worried about scaling/scaffolding and all that good kind of stuff? You will provide the water to do that?
Answer	After the tanks have been emptied, and all sludge removed, the tanks shall be hosed down. This will qualify as sufficiently cleaned. The County is not focusing on scaling/scaffolding. The purpose of these tank cleanings is to get all the trash out, washing out the tanks and flushing the debris/residue down. Please see previous addendums for water access availability.
12.	You want everything priced per wet ton, so we'll bill MOB and everything else into the price? It makes it kind of tougher not knowing when you get into 20 ton one, it's kind of tough that way. Any idea what the average might be? What did it take you, three or four weeks to do Fiesta last time?
Answer	All invoices shall be billed using wet tons as the unit of measurement, as listed on the bid schedule. The Fiesta Village tank may need to be cleaned first, and it may be at around 450 tons of sludge that shall need to be removed. The Aeration Basins (AB) are smaller and the County has been cleaning the ABs more frequently, so there should be less sludge to remove. During the last cleaning for the Fiesta Village Tank, it took roughly one week to get sludge/residue moved around and piled up; and several weeks to haul all the sludge out to the landfill doing four loads a day, 100 tons a day.

13.	<i>All of them have plenty of space? Even for a crane, and this good kind of stuff?</i>
Answer	<p>The Fiesta Village facility currently has several active construction projects reducing space available to maneuver a crane for sludge removal. However, space shall be coordinated with the County prior to arrival.</p> <p>The Fort Myers Beach facility may need a bigger crane in order to reach the middle of the tank.</p>

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

Thomas Derathé

Thomas Derathé
Procurement Analyst
Direct Line: 239-533-8858
Lee County Procurement Management

EXHIBIT B
FEE SCHEDULE

Item	Item Description	Unit of Measure	Unit Price
1	Wastewater Solids/Sludge Removal, Dewatering, and Landfill Disposal	Wet Tons	\$381.50

EXHIBIT C

INSURANCE REQUIREMENTS

VER 09-20-2020

INSURANCE GUIDE



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."*

Revised 03/19/2018 – Page 1 of 2

13

B210331TRD WASTEWATER TREATMENT PLANT SOLIDS-SLUDGE REMOVAL, DEWATERING AND LANDFILL DISPOSAL



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.

Revised 03/19/2018 – Page 2 of 2

End of Insurance Guide Section

11

B210331TRD WASTEWATER TREATMENT PLANT SOLIDS-SLUDGE REMOVAL, DEWATERING AND LANDFILL DISPOSAL

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: 9.17.21

A handwritten signature in blue ink, appearing to read "Denver J. Stutler Jr.", written over a horizontal line.

Signature

STATE OF Florida
COUNTY OF Sarasota

Denver J. Stutler Jr., / CDD
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 17th day of September, 2021, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following as identification: _____

[Stamp/seal required]

Elizabeth Goldsmith
Signature, Notary Public

