

AGREEMENT FOR OLGA WTP SLUDGE REMOVAL & 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 Synagro South, LLC, a Delaware company authorized to do business in the State of Florida, whose address is 435 Williams Court, Suite 100, Baltimore, MD 21220, and whose federal tax identification number is 76-0612567, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase services for the removal of the Alum residuals from four (4) Lagoons at the Olga Water Treatment Plant from the Vendor in connection with "Olga WTP Sludge Removal & Disposal" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B220306CMR on April 12th, 2022 (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 June 14, 2022 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 7 of the Scope of Work and Specifications section of B220306CMR, 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 the Solicitation No. B220306CMR, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into the Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue on a as needed basis for one (1), three (3) year period. Upon written mutual 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 September 3rd, 2022.

- 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. 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's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or

acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

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

XIV. VENDOR WARRANTY

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

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral

or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. 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:

<u>Vendor's Representative</u>		<u>County's Representative</u>	
Name:	<u>Emil Kneis</u>	Names:	<u>Roger Desjarlais</u> <u>Mary Tucker</u>
Title:	<u>Support Manager</u>	Titles:	<u>County Manager</u> <u>Procurement Management Director</u>
Address:	<u>435 Williams Court Suite 100 Baltimore, MD 21220</u>	Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>
Telephone:	<u>(410) 688-4438</u>	Telephone:	<u>(239) 533-2221</u> <u>(239) 533-8881</u>
Facsimile:	<u>(410) 779-3558</u>	Facsimile:	<u>(239) 485-2262</u> <u>(239) 485-8383</u>
Email:	<u>ekneis@synagro.com</u>	Email:	<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

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

WITNESS:

SYNAGRO SOUTH, LLC

Signed By: *Constance Reynolds*

Signed By: *EA Kreis*

Print Name: Constance Reynolds

Print Name: Emil Kreis

Title: Sales Support Manager

Date: 6/28/2022

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA



BY: *Cecil L. Pendergrass*
CHAIR

DATE: 7-2-22

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

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: *[Signature]*

DEPUTY CLERK

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

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

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

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 Vendors to remove the Alum residuals from four (4) Lagoons at the Olga Water Treatment Plant.

2. DESCRIPTION OF WORK

2.1. The work to be done under this Agreement shall consist of removing Non-Hazardous Alum residuals from four (4) Lagoons at the Olga Water Treatment Plant.

2.2. All residuals removed shall be dewatered utilizing either a belt press, centrifuge, or dewatering bags and disposed of at the Lee/Hendry Landfill.

2.3. The Vendor shall remove all Alum residual material from the four (4) lagoons to the pond bottom elevation. The ponds are not lined and have a clay like material as a base. The ponds are approximately 9-10ft deep. Vendor shall restore the lagoons to the original grades and dimensions.

2.4. The Lagoons fill up at different rates throughout the year, the amount of lagoons that will need to be cleaned will vary from as little as one per year to as many as six. The estimated volumes for one, two, and three is 3,000 cubic yards of residuals per pond. The estimated volume for lagoon four is 2,000 cubic yards of residuals.

2.5. Work shall include restoration of disturbed banks and slopes by re-grading, compaction, and seeding of the berm slopes and banks. The Vendor is solely responsible for verification of the volume of material to be removed from the lagoons, proper dewatering to ensure that, upon delivery at the landfill, the dewatered material shall pass paint filter test for Landfill disposal.

2.6. All equipment and hauling vehicles provided by the Vendor to perform their obligations under this Agreement shall be maintained by the Vendor in a good and safe operating condition throughout the duration of this Agreement. Hauling vehicles used for the removal and disposal shall be leak proof.

2.7. The 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 and to adhere to the LCU approved disposal plans.

2.8. Implied and normally required work: It is the intent of these specifications to provide the County the complete restoration of the residual holding lagoons. Any part or item of work which is reasonably implied or normally required to make this project satisfactory and completely operable is deemed to be included in the work and the Vendor's bid. 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 included in the Vendor's bid, even though these appurtenances may not be specifically called for in these specifications.

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

2.10. The Vendor shall be responsible for all cleanup activities, costs incurred, and materials for any spilled residuals which results from the performance of obligations by the Vendor under this Agreement, regardless of the cause of the spillage. The cleanup shall include, but not 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.

3. DISPOSAL OF MATERIALS

- 3.1. All water treatment residuals shall be disposed of at the Lee/Hendry Landfill, located at 5500 Church Road, Felda, FL. Hours of operation are Monday through Friday 7:00 AM to 4:00 PM Eastern Time. The last load must be at the gate 30 minutes before closing to allow adequate time to dump. Advanced notice to the scale house is required for special wastes.
- 3.2. Landfill Disposal will need to be coordinated with the Lee/Hendry Landfill operator to determine how many loads can be disposed of daily. Typically, 2 to 4 loads can be received daily, with 4 loads being the maximum.
- 3.3. Dewatered material must pass the paint-filter test in order to be disposed of at the Landfill.

4. VENDOR'S RESPONSIBILITIES

- 4.1. 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 work.
 - 4.1.1. Vendor shall be responsible for any and all chemicals used for the dewatering process. All Chemicals used are to be National Sanitation Foundation (NSF) approved for drinking water applications.
- 4.2. Removal of the Alum residual material from Lagoons on through four to its original bottom. The Vendor shall restore the lagoon to the original slopes and dimensions. Excavation work shall be deemed completed and substantial completion of project attained when all Alum residuals have been removed down to the pond's bottom and properly disposed of at the Lee/Hendry Landfill.
- 4.3. Water collected within the lagoon that is being cleaned may be disposed of by pumping into other existing lagoons, provided that 12" freeboard is maintained in the receiving lagoons at all times.
- 4.4. Clearing/grubbing, removal and off-site disposal of vegetation located in the lagoons, on the berms or side slopes.
- 4.5. Protection of all existing equipment, piping, structures, and other appurtenances located in and around the lagoons.
- 4.6. Restoration of the lagoon berm side slopes to original grades and elevations. The berm and side slopes shall be re-compacted as necessary to restore back to original conditions. Upon final grading, berm and side slopes shall be seeded for stabilization. Vendor shall be responsible for an acceptable stand of grass.
- 4.7. Dewatering as necessary to complete the work. If dewatering is performed other than discharging to an adjacent lagoon, proper approval and or permitting shall be obtained from the proper agency.
- 4.8. Complete repair and restoration of all areas disturbed or damaged by removals activities. Areas shall be restored to pre-construction conditions at a minimum unless otherwise specified herein.
- 4.9. Maintaining the work area and site in a clean and acceptable manner.
- 4.10. Maintaining existing facilities in service at all times except where specifically provided for otherwise herein. The Vendor shall coordinate work with Plant Operations Personnel, specifically the plant Lead Operator and Water Manager.
- 4.11. Protection of finished and unfinished work.
- 4.12. Provide and maintain erosion and sediment controls around the work area.
- 4.13. 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.

5. USAGE OF COUNTY SITES

- 5.1. Vendor must gain access, and coordinate to operate existing facilities from LCU representative.
- 5.2. Vendor must submit a Site Utilization Plan for review and approval by the project manager prior to commencement of the project.
- 5.3. The County will occupy premises during entire period of removal process in order to maintain normal operations. Vendor shall cooperate with the County's Representative in all restoration operations to minimize conflict, facilitate County usage, and maintain site security as designated by Water manager and Project Manager.
- 5.4. Work shall start within 5 calendar days following the date stated in the purchase order and execute with such progress as may be required to prevent delay to the general completion of the project. Vendor shall execute work quickly and supply adequate personnel, material and equipment so as to complete the work in the time established by the Agreement. At all times, schedule and direct the work so that it provides an orderly progression to completion within the specified time for completion.
- 5.5. Work at the site shall be completed between 8:00 AM to 5:00 PM unless permission to deviate is granted by LCU. LCU does not want heavy equipment moving through the residential area outside of the hours listed.
- 5.6. Vendor shall be responsible for locating and protecting all existing utility lines within the lagoon and adjacent to the active work zone.
- 5.7. All materials removed from the lagoons shall be transported from the lagoons via the main gate. The gate will be closed at all times. The Vendor will be given key cards to the gate and the cards will open the gate when needed. The gate must remain shut at all times. Vendor shall be responsible for maintenance of a haul road during the period of this Agreement.
- 5.8. The pond banks and top berm shall be graded smooth around the entire perimeter of the lagoon to an acceptable smoothness as to accommodate lawn maintenance by riding lawn mowers. Vendor shall sod or seed berm to establish solid stand of grass within 45 days.

6. LCU'S OBLIGATIONS

- 6.1. LCU shall provide to the Vendor the laboratory TCLP analysis as required for disposal of residuals generated at the facility during the term of the Agreement.
- 6.2. LCU shall complete the Lee County Solid Waste Generator's Waste Summary Sheet (GWSS) prior to disposal.
- 6.3. LCU shall pay all Landfill Tipping fees internally.

7. ATTACHMENTS

- 7.1. Attachment A: Olga Pond Drawings
- 7.2. Attachment B: Olga Pond Elevations
- 7.3. Attachment C: Olga Water Treatment Plant Aerial

End of Scope of Work and Specifications Section

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 Lee County requesting Department(s) 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. A Primary and Secondary Vendor shall be selected for this project. In the event the Primary Vendor cannot perform the work under the Agreement, the Secondary Vendor shall be contacted.
- 2.2. The Lee County Local Vendor Preference shall be included as part of the award process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.

3. PURCHASE ORDERS

- 3.1. Prior to issuance of purchase order, Lee County Utilities (LCU) shall have a TCLP Metal's analysis on each of the lagoons to be cleaned and results shall be provided to Vendor.
- 3.2. Prior to issuance of purchase order, the Vendor shall provide LCU an approved disposal plan within 10 business days of written or verbal request. Disposal plan shall include, but not limited to:
 - 3.2.1. On-site residuals dewatering plan, indicating primary type of dewatering to be used, centrifuge, belt press or dewatering bag.
 - 3.2.2. Wet weather disposal contingency plan.
 - 3.2.3. Staging areas as applicable.
 - 3.2.4. Materials handling plan.
 - 3.2.5. SDS sheets and NSF Certification for any chemicals that will be used in the process, i.e., Polymers.
 - 3.2.6. If Primary Vendor cannot provide LCU with an approved disposal plan within 10 business days, LCU reserves the right to proceed with Secondary Vendor.
- 3.3. After issuance of purchase order, Vendor shall have 250 calendar days to complete all work under that purchase order.

4. PRICING

- 4.1. The Vendor's rate shall be inclusive of all labor, materials, equipment, overhead, and or all necessary expenses to provide for complete and satisfactory services.
- 4.2. The Vendor shall provide their lowest ***lump sum*** cost per pond for any of the three approved sludge removal and disposal methods, such as belt press, centrifuge, or dewatering bags. This is a ***lump sum*** contract; the unit of measure and unit cost are for bidding purposes only.

4.3. There shall be no change orders issued in the event of the method of dewatering is changed between any of the three approved methods to cover cost increases.

End of Special Conditions Section



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

Posted Date: April 28, 2022

Solicitation No.: B220306CMR

Solicitation Name: Olga WTP Sludge Removal & 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. QUESTIONS/ANSWERS

1.	In regards to the above bid I would like to come to the Olga plant and take a sample from the ponds to analyze for us to submit a bid.
Answer	Requests for samples will not be permitted until the opening of this solicitation. Following award of contract, Contractors may request samples and coordinate such request directly with the Utilities Department. The County will provide a TCLP analysis to Vendor prior to issuing a purchase order.
2.	Section(s) 4.3 and 4.7 says that collected water and Dewatering water can be pumped to the existing lagoons. Can water be discharged to the South Pond across from the plant?
Answer	Yes, the water must be free of solids with no sludge being pumped at any time.
3.	Section(s) 3.1 and 3.2 says that 2 to 4 loads at most can be taken to the Landfill daily. Our experience was it was never 4 loads and sometimes 0 loads per day. It can literally take 3 months to haul the dry material away. Will the County pay extra for loading equipment to be left on site for months or does the contractor need to add it to his proposal?
Answer	The contractors need to add this to their proposals.
4.	Will the County add provisions for Cost-of-Living Allowance (COLA) and Fuel Surcharges or does the contractor need to build these unknowns into the quote from year 1?
Answer	The contractors need to add this to their proposals.

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.

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



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

Posted Date: May 6, 2022

Solicitation No.: B220306CMR

Solicitation Name: Olga WTP Sludge Removal & 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: MAY 13TH, 2022, at 2:30PM

TO: JUNE 3RD, 2022, at 2:30PM

1. REVISIONS

~~There will be no Pre-Bid Conference for this solicitation.~~

~~It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-bid conference and site visit has not been scheduled for this solicitation. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485-8383 during normal working hours.~~

A Non-Mandatory Pre-Bid Conference has been scheduled for the following time and location:
Wednesday, May 18, 2022 @ 1:00 PM, Olga Water Treatment Plant, 1450 Werner Drive, Alva, FL 33920
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 the individual listed below using the following email address: crodriguez3@leegov.com

2. ATTACHMENTS

- a. PUBLIC MEETING NOTICE - A NON-MANDATORY PRE-BID CONFERENCE

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.

Carolina Rodriguez

Carolina Rodriguez

Procurement Analyst Direct Line: 239-533-8858

Lee County Procurement Management



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

**PUBLIC MEETING NOTICE
PRE-BID CONFERENCE**

Posted Date: May 6, 2022

Solicitation No.: B220306CMR

Solicitation Name: Olga WTP Sludge Removal & Disposal

Subject: A Non-Mandatory Pre-Bid Conference


To: All Interested Proposers and to the General Public

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 the individual listed below using the following email address: crodriguez3@leegov.com

Date of Meeting:	Wednesday, May 18, 2022
Time of Meeting:	1:00 PM
Location Name:	Olga Water Treatment Plant
Address:	1450 Werner Drive
City/State/Zip	Alva, FL 33920

Thank you for your interest in Lee County Projects. If assistance is needed, please call Lee County Procurement Management.

Sincerely,
LEE COUNTY PROCUREMENT MANAGEMENT


Carolina Rodriguez
Procurement Analyst



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

Posted Date: May 16, 2022

Solicitation No.: B220306CMR

Solicitation Name: Olga WTP Sludge Removal & 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. REVISED BID/PORPOSAL FORM

Revisions have been incorporated into the Bid/Proposal Form.

The Bid/Proposal Form has been updated and a new Bid/Proposal Form identified as **REVISED Addendum 3 Bid/Proposal Form** has been uploaded to the solicitation webpage on the Lee County Procurement website.

Bidders MUST use the new Bid/Proposal Form when submitting their bid. Failure to do so will result in Bidder being deemed non-responsive and therefore ineligible for award.

2. QUESTIONS/ANSWERS

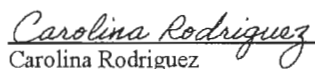
1.	Special Conditions, Section 4.2 Pricing area of the specifications indicates lump sum pricing, however, the Bid/Proposal Form is requesting a unit price for a specified <u>estimated quantity for each lagoon. Please indicate the desired method of pricing.</u>
Answer	The Vendor shall provide their lowest lump sum cost per pond for any of the three approved sludge removal and disposal methods, such as belt press, centrifuge, or dewatering bags. This is a lump sum contract; the unit of measure and unit cost are for bidding purposes only.
2.	The estimated quantity of sludge to be removed and disposed is listed as “Wet Cubic Yards” on the Bid/Proposal Form. Is this estimated quantity based on sludge prior to dewatering (i.e. – in-place) or after the material has been removed from lagoons and dewatered?
Answer	The estimated quantity is prior to Dewatering.
3.	Due to the current high volatility of the fuel energy market, will the County consider <u>diesel fuel adjustment capability for the project?</u>
Answer	No, the County shall not consider diesel fuel adjustment for the project. All bidders shall incorporate all associated costs for this project within their bid proposal.
4.	Special Conditions, Section 1.1 Terms of the specifications state upon mutual written agreement of both parties that the Agreement may be renewed, in whole or in part, for

	a term not to exceed the initial Agreement of 3 years. However, it further states that the increments of renewal shall be at the sole discretion of the County, which appears to conflict with the previous statement. Can you please clarify?
Answer	The County reserves the right to set increments of renewal as deemed in its best interest.
5.	Is hydrant water or reuse water available for use by centrifuge or belt filter press?
Answer	Water is available from a 2 inch connection. PSI ranges from 50-70 PSI.
6.	If water is available, what flow rate and pressure is available, approximately? Would 40 PSI and 40 GPM be available?
Answer	Water is available from a 2 inch connection. PSI ranges from 50-70 PSI.
7.	Is 3-phase 480 volt power available at the site? If so how many amps are available?
Answer	YES, panel located at the abandoned ASR well next to the ponds.
8.	Please confirm the County will not be supply polymer for dewatering?
Answer	Correct. The County will not be supplying polymer or any other chemical. The vendor is responsible for all chemicals used for the dewatering process. All Chemicals used are to be NSF approved for drinking water applications.
9.	What happens if less cubic yards are present in any or all of the lagoons? Will a minimum number of yards be paid to cover mobilization?
Answer	Only ponds that are "Full" will be cleaned as determined by the County. The vendor will be paid the lump sum price for each pond that is being cleaned.
10.	How will yardage removed be calculated? Will trailer dimensions be submitted, and an estimate as to the amount of the trailer that is loaded be determined?
Answer	There will be no calculation, it shall be price per pond.
11.	Would the County consider adding a mobilization/demobilization line item to cover the costs of equipment movement and setup, in case less than estimated yards are present? If a bidder expected the estimated yards, and only 70% of those yards were present and removed, the costs of showing up, transportation, and setup may not be justified and the project be done for a substantial loss.
Answer	A mobilization/demobilization line item will not be considered.
12.	When was the last time the lagoons, #1, #2, #3, #4 were cleaned?
Answer	Ponds 1 & 2 were cleaned in 2021 Ponds 1, 2, 3, 4 were cleaned in 2020
13.	Have any of the lagoons been dredged and dewatered previously? If so how were they dewatered?
Answer	Dredging has never been used to remove sludge. In previously cleanings, the sludge was pumped out of the ponds to dewatering bags, allowed to dry and then hauled to the landfill.
14.	What hours of operation are permitted at the site?
Answer	Work at the site shall be completed between 8:00 AM to 5:00 PM unless permission to deviate is granted by LCU. LCU does not want heavy equipment moving through the residential area outside of the hours listed.

15.	If the Lee County landfill will receive a maximum of 4 loads per day, this project, at the estimated total number of yards, will take 79 days to accomplish. Would the County consider <i>increasing the number of maximum loads received at the landfill</i> per day?
Answer	The maximum daily loads to the landfill will remain at 4 loads per day.
16.	Would the landfill receive this material at the “working face” that is were trash and solid waste is received or would this material be placed in specific, specialized areas to <i>be used as cover</i> ?
Answer	It is placed in a specific area. The sludge will be mixed with our ash residue from the Waste To Energy plant and placed in the ash monofill.
17.	Is there an expected timeline- either a maximum or minimum number of days allowed to <i>complete the work</i> ?
Answer	After issuance of purchase order, Vendor shall have 250 calendar days to complete all work under that purchase order.
18.	Does the County have a project estimate or an “engineering estimate”?
Answer	NO there is no engineering estimate.
19.	My company is interested in Olga WTP sludge removal and disposal project that is out to bid. Would it be possible to stop by the site this weekend and take a look at the <i>lagoons that are to be cleaned</i> ?
Answer	A Prebid meeting will be held at the site on May 18, 2022 at 1:00 PM
20.	Can you please provide the <i>estimators figure on the above project</i> .
Answer	Lee County will not reveal engineering estimates or budget amount for a project.

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.


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



**PROCUREMENT MANAGEMENT
DEPARTMENT
ADDENDUM 3 REVISED BID FORM**

COMPANY NAME: _____

SOLICITATION: B220306CMR, Olga WTP Sludge Removal & Disposal

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

PRICING
Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny.

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

Item	Description	Unit of Measure	Extended Amount
1	Lagoon # 1	Lump Sum	\$
2	Lagoon # 2	Lump Sum	\$
3	Lagoon # 3	Lump Sum	\$
4	Lagoon # 4	Lump Sum	\$

BID SUMMARY

PROJECT TOTAL	\$
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**Quantities are not guaranteed. Final payment will be based on actual quantities.

PROJECT TOTAL: _____
(Use Words to Write Total)



Procurement Management Department
 2115 Second Street, 1st Floor
 Fort Myers, FL 33901
 Main Line: (239) 533-8881
 Fax Line: (239) 495-8383
www.leegov.com/procurement

Posted Date: May 24, 2022

Solicitation No.: B220306CMR

Solicitation Name: Olga WTP Sludge Removal & 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. QUESTIONS/ANSWERS

1.	This solicitation requires three (3) Reference Surveys. Can they be provided by the Prime and Subs? Or by the Prime only?
Answer	Reference Surveys will be requested from the apparent low Bidder prior to award.
2.	Does Solicitation #: B220306CMR Project Name: Olga WTP Sludge Removal & Disposal require a bid bond?
Answer	Lee County will not require a bid bond for this project.
3.	When you say loads per trucks, are you talking roll out boxes or semis?
Answer	Lee County is referencing semis.
4.	Is there a limit by tonnage? Is there a solidification minimum?
Answer	Typically, 2 to 4 loads can be received daily with 4 loads being the maximum. All dewatered material shall pass the paint-filter test in order to be disposed at the Landfill.
5.	Is the polymer that have to be add all part of the lumpsum?
Answer	YES, and it must be NSF approved for drinking water.
6.	How deep is the sludge and how many yards?
Answer	The ponds are approximately 9 to 10 FT from top of berm to the bottom, but this may vary. Estimated volume for lagoons 1, 2, and 3 are 3,000 cubic yards. Lagoon 3 is 2,000 cubic yards of residuals.
7.	If we use geotubes, can we set up multiple geotubs?
Answer	You can set up geotubs, Lee County will show you the lay down area for the geotubes. It is adjacent to a pond where dewatering will go into.
8.	Water that is dewatered through mechanical separation, where would that water go?
Answer	All return water is going to the pond on right of the building as you come into the water plant.

9.	If we use centrifuge for this project, can we stock pile on the ground or does it have to go into a stockpile system?
Answer	Vendor must ensure a barrier is put down before stockpiling. Vendor must also ensure it is controllable and manageable, as well as approved by LCU.
10.	I have a dino6, it is a cable driven machine, is it ok to put a post for the cables to put my machine down?
Answer	Yes, Locates will need to be performed prior to placement of posts.
12.	Please provide clarification on work area.
Answer	Work areas will be Ponds 1, 2, 3, and 4. Area directly South of the ponds. Dewatering pond located on the South side of the entry road and the green space to the North of the dewatering pond.
13.	How many AMPs of power and where is that connection?
Answer	ASR #1 (east) 100 amp breaker 480 volts ASR # 5 (west) 30 amp breaker 480 volts
14.	For road crossing, do you supply the piping and cover for road crossing?
Answer	No, Vendor is responsible for supplying the casing and pipe, as well as gravel so it's smooth for Lee County trucks to get by.
15.	Are steel casings okay to route piping through for truck traffic?
Answer	As long as vehicles can get over it. The steel casing should be mounded with rock or fill to create a hump for vehicles to go over it. Chemical deliveries and other deliveries will need to access the facility and be able to drive over it.
16.	Where is the return water going?
Answer	All return water is going to the pond on right side of the building as you come into the water plant.
17.	Is it our responsibility to plug the ponds?
Answer	Yes it is Vendors responsibility to plug the ponds.
18.	Is using a diesel generator ok?
Answer	Yes, however diesel must be in containment. It shall be included in the lumpsum pricing you provide.
19.	Previous lessons learned from contractors in the past.
Answer	<ol style="list-style-type: none"> 1. Geotube dewatering has been the best method of dewatering. 2. Landfill loads and times vary. 4 loads maximum. 1-2 loads/day are typical and sometimes they cannot accept loads due to issues at the landfill. 3. Best method for sludge removal is using a trash pump with suction hoses to transfer sludge to dewatering tubes. 4. The side banks will need to be hosed down or knocked down with an excavator. 5. Equipment inside the pond is discouraged due to the unstable bottom. Equipment has gotten stuck inside the ponds in the past.

20.	How far is the landfill?
Answer	The Lee/Hendry Landfill is approximately 28 miles from Olga WTP.
21.	Are we allowed to get samples after this meeting?
Answer	Samples will be allowed; however, these samples are for information purposes only and the County shall not be held to the characteristics/analysis results of the sludge taken at that time. This is due to the possible fluctuation of the sludge characteristics.

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.

Carolina Rodriguez

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

**EXHIBIT B
FEE SCHEDULE**

The Vendor is a Secondary Vendor for the line items listed below. The County shall contact the Primary Vendor first for orders. If the Primary Vendor is unable to fulfill the need or meet the timeline required, the County may contact the Secondary Vendor. Services are to be charged in accordance with the unit price provided below.

		<i>C & M Dredging, Inc.</i>
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1	Lagoon #1	\$158,291.00
2	Lagoon #2	\$158,291.00
3	Lagoon #3	\$158,291.00
4	Lagoon #4	\$105,527.00
<i>BID SUMMARY</i>		
BID TOTAL:		\$580,400.00

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."*

Revised 03/19/2018 – Page 1 of 2



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: 6/28/2022
STATE OF MD
COUNTY OF Baltimore

Emil Kreis
Signature
Emil Kreis Sales Support manager
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 28th day of June, 2022 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]

Constance A. Reynolds
Notary Public
Anne Arundel County, Maryland
My Commission Expires
September 28, 2023

Constance A Reynolds
Signature, Notary Publica

