

B230200CMR
Corkscrew WTP Lime Residual Removal & Disposal Services
Youngquist Brothers, LLC

E1 Contract # _____
Board Approval Date: _____

**AGREEMENT FOR
CORKSCREW WTP LIME RESIDUAL REMOVAL & DISPOSAL SERVICES**

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 Youngquist Brothers, LLC, a Florida company, whose address is 15465 Pine Ridge Rd., Fort Myers, FL 33908, and whose federal tax identification number is 59-1836961, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase services related to the removal and disposal of lime residuals from three lagoons located at the Corkscrew Water Treatment Plant from the Vendor in connection with "Corkscrew WTP Lime Residual Removal & Disposal Services" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B230200CMR on March 17th, 2023 (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 May 8th, 2023; 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 8 of the Scope of Work and Specifications Sections of B230200CMR, 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. B230200CMR, 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 a one (1) 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 an additional three (3) years total. 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. 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 sub-

contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

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

XIV. 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: Timothy Youngquist
Title: President
Address: 15465 Pine Ridge Road, Fort Myers, FL 33908
Telephone: (239) 489-4444
Facsimile: (239) 489-4545
Email: matt@youngquistbrothers.com

County's Representative

Names: Roger Desjarlais Mary Tucker
Titles: County Manager Procurement Management Director
Address: P.O. Box 398
Fort Myers, FL 33902
Telephone: (239) 533-2221 (239) 533-8881
Facsimile: (239) 485-2262 (239) 485-8383
Email: rdesjarlais@leegov.com mtucker@leegov.com

- 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:

YOUNGQUIST BROTHERS, LLC

Signed By: *Matthew Young*

Signed By: *Timothy Youngquist*

Print Name: Matthew Young

Print Name: Timothy Youngquist

Title: LLC Manager, President & Owner

Date: May 12, 2023

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *Chris Hagan*
DocuSigned by: C95488F99F0F429...
CHAIR

DocuSigned by: | 5:29 PM EDT

DATE: _____

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: *Chris Jagodzinski*
DocuSigned by: DEEAC69F178B449...
Deputy Clerk



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

BY: *Amanda L. Swindle*
DocuSigned by: EC0B6A6584DD473...
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 Vendor(s) to remove Lime residuals from three (3) Lagoons located at the Corkscrew Water Treatment Plant.

2. DESCRIPTION OF WORK

2.1 The work to be done under this Agreement consists of removing lime residuals from lagoons one (1) through three (3) at the Corkscrew Water Treatment Plant. The Vendor shall remove all lime residual materials from the three (3) lagoons to the earthen pond bottom.

2.2. The Vendor shall restore the lagoons to the original grades and dimensions. Since the lagoons fill up at different rates throughout the year, the number of lagoons that will need to be cleaned will vary from as little as one (1) per year to as many as two (2). The estimated volumes for lagoons one (1) and two (2) are 30,000 cubic yards of residuals per lagoon. The estimated volume for lagoon three (3) is 25,000 cubic yards of residuals. On average the lagoons are approximately 8.5 feet deep from Berm to bottom and the average solids are approximately 52%-54%.

2.3. Work shall include restoration of disturbed banks and slopes by re-grading, compaction, and seeding of berm slopes and banks. The Vendor is solely responsible for verification of the volume of material to be removed from the lagoons.

2.4. 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 Lee County Utilities (LCU) approved disposal plans.

2.5. 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 provided will have lockable sealed gates to prevent residual spills during transportation. All sealed gates shall be locked prior to departure from the site.

2.6. Any and all water treatment residuals hauled and disposed of offsite shall be done in accordance with the disposal plan approved by the County and per the County contract. Monthly reports shall be provided to the County and shall include quantities hauled, ultimate destination site, application rates or any other items deemed appropriate by the Florida Department of Environmental Protection (FDEP) or the County. Any proposed disposal sites or site changes must be approved by the County prior to any residuals hauled and applied to the site(s).

3. DISPOSAL OPTIONS

3.1. Agricultural crop/field application, non-residential use category. (No residential application shall be permitted). The intended target properties are large tract of land that shall accommodate the FDEP guidance manual application rates. If residuals are land applied as a beneficial use, the material must be incorporated into the soil two weeks after application with no signs of lime residuals being visible from the road or neighboring properties.

3.2. Grazing Field application, non-residual use category. (No residential application shall be permitted). The intended target properties are large tracts of land that shall accommodate the FDEP guidance manual application rates. If residuals are land applied as beneficial use, the material must be incorporated into the soil two weeks after application with no signs of lime residuals being visible from the road or neighboring properties.

3.3. The County will not allow for Landfill disposal.

3.4. Compactable road base material or other FDEP approved commercial "mixed fill" applications.

- 3.5. Any FDEP approved disposal method. Such as mining shore stabilization, Aggregate mix applications, etc. FDEP approval must be received.
- 3.6. 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 proper credentials indicating they are employed and a duly authorized representative of the Vendor.
 - 3.6.1. Lee County Utilities 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.

4. VENDOR'S RESPONSIBILITIES

- 4.1. Vendor shall be responsible for furnishing and mobilizing all labor, supervision, material, fuel, water, tools, equipment, supplies, transportation and other means of construction necessary, or proper, for performing and completing the work.
- 4.2. Removal of lime residual material from the lagoons to its original earthen bottom. The Vendor shall restore the lagoons to their original slopes and dimensions. Excavation work shall be deemed completed and substantial completion of project attained when the lagoon is restored to its original interior slopes of 2:1 and exterior slope of 3:1 and all lime residuals have been removed down to the ponds earthen bottom and FDEP has approved the final disposal of material.
 - 4.2.1. Temporary removal of a portion of the perimeter berm, large enough only to permit one lane of traffic, will be allowed, provided that the berm is replaced with the original material placed in 12" lifts, compacted to original conditions and sodded. Access through the berm wall will only be permitted through the Northern half of the East berm wall or the western half of the South berm wall.
- 4.3. All material removed from the lagoons must be disposed of offsite and in accordance with the County approved disposal plan and with all Federal, State and Local rules and regulations. The Vendor shall be solely responsible for the complete removal of lime residual from the lagoon.
- 4.4. Placement of residual upon any land surface shall be done in a manner that does not impact wetlands. It must not be placed into wetlands, or cause immersions or any degradation to air quality. Residual cannot be discharged into any waters, including groundwater, or otherwise enter the environment such that a threat of contamination in excess of water quality standards and criteria of air quality standards is caused, and or any significant threat to public health is caused.
- 4.5. Vendor shall be responsible for Clearing/ grubbing removal and offsite disposal of vegetation located in the lagoon, on the berms or side slopes.
- 4.6. Vendor must protect all existing equipment, piping, structures, and other appurtenances located in and around the lagoon.
- 4.7. Vendor shall restore 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 condition. Upon final grading, berm and side slopes shall be sodded for stabilization. Vendor shall be responsible for an acceptable stand of grass upon project completion.
- 4.8. 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.
- 4.9. Complete repair and restoration of all areas disturbed or damaged by removal activities. Areas shall be restored to pre-construction conditions at a minimum unless otherwise specified herein.

- 4.10. Vendor shall maintain the work area and site in a clean and acceptable manner. Maintain existing facilities in service at all times except where specifically provided for otherwise herein. The Vendor shall coordinate his 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 sufficient capacity to facilitate the work and to handle all emergencies normally encountered in work of this character.
- 4.14. Implied and normally required work: It is the intent of the Specifications to provide the County with 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 complete 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 the 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.
- 4.15. 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 cause of 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.

5. USAGE OF COUNTY SITE

- 5.1. Vendor shall be responsible for the following:
 - 5.1.1. County occupancy and access to operate existing facilities.
 - 5.1.2. Coordination of site use with the County and Project Manager.
 - 5.1.3. Responsibility for protection and safekeeping of equipment and products under this Agreement.
 - 5.1.4. 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 Management and Project Manager.
 - 5.1.5. Starting work: Start work 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. 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.
 - 5.1.6. Work at the site will be permitted between 8:00 AM to 5:00 PM Eastern Time, unless permission to deviate is granted by Lee County Utilities. There should be no heavy equipment moving through the residential area outside the hours listed.
 - 5.1.7. Water collected within the lagoon that is being cleaned may be disposed of by pumping into other existing lagoons, provided that 24" freeboard is maintained in the receiving lagoons at all times.
 - 5.1.8. Vendor shall be responsible for locating and protecting all existing utility lines within the lagoon adjacent to the active work zone. In particular, Vendor shall locate and flag with vertical posts and protect, at all times

during performance of the work, both existing 30" and 8" disposal lines and an existing riser assembly located within the lagoon bottom. Excavation and hauling equipment are prohibited from traversing these lines.

5.1.9. All material excavated from the lagoon shall be transported from the lagoon via an existing gate on the West fence line. Vendor shall be responsible for maintenance of a haul road during the period of this Agreement.

5.1.10. Over-excavation to reach native soils may be accomplished at the Vendor's sole expense if so desired. This over-excavation may provide a more stable foundation for Vendor's equipment and machinery to operate upon or to create dewatering pockets. However, in no case shall the area within 30 feet of the outfall structure, influent structure or any pipelines be excavated in excess of seven (7) feet measured from the top of the berm wall elevation, nor shall excavation equipment endanger the integrity of these structures.

5.1.11. 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 a solid stand of grass within 45 days.

6. OBLIGATIONS OF LEE COUNTY UTILITIES

6.1. Prior to issuance of a purchase order, Lee County Utilities will have analysis completed on each of the lagoons to be cleaned. The analysis results will be provided to the Vendor prior to work being performed.

6.2. The County will provide to the Vendor laboratory analysis as required for lime residual generated at the facility during the term of the Vendor. A laboratory analysis will be performed each time a residual holding lagoon is cleaned.

7. DEFAULT SERVICE TERM

7.1. All work shall be completed within 120 calendar days from issuance of purchase order unless otherwise expressly approved and authorized by the County Project Manager.

8. ATTACHMENTS

8.1. Attachment A - Sludge Analysis (For informational purposes only)

8.2. Attachment B - Lagoon 1 and 2 Plans (For informational purposes only)

8.3. Attachment C - Lagoon 1 Survey Drawing (For informational purposes only)

8.4. Attachment D - Lagoon 3 Dimensions (For informational purposes only)

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) 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 an additional three (3) years total. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. BASIS OF AWARD

2.1. The basis of award shall be determined by the lowest Project Total Bid of the most responsive, responsible, and qualified Vendor meeting all bid specifications.

2.2. It is the County's intent to award to a Primary and Secondary Vendor. When awards are made to multiple Vendors the County reserves the right to assign a status of Primary, Secondary, and or Tertiary, as applicable. The Primary Vendor will be the first contact. If the Primary is unable to fulfill the need or meet the time line required, the Secondary followed by the Tertiary, would be the next order of contact. Additionally, the order of the award can be changed, due to deficient or non-compliant performance.

3. LOCAL PREFERENCE

3.1. 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.

4. DISPOSAL PLAN

4.1. Prior to issuance of purchase order, the Vendor shall provide Lee County Utilities their intended disposal plan, including but not limited to following items, and shall receive Lee County Utilities written approval prior to commencing any work:

4.1.1. Provide a material disposal plan that addresses all three (3) approved disposal methods discussed herein, along with the following items including:

- Agricultural land application rates
- Land/residuals management plan
- On-site residuals dewatering plan
- Wet weather disposal contingency plan
- Staging areas as applicable
- Materials handling plan
- SDS Sheet and NSF Certification for any chemical that will be used in the process, i.e., Polymers

4.1.2. If the Primary Vendor cannot provide Lee County Utilities an approved disposal plan within ten (10) business days upon request, the County will proceed to the Secondary Vendor.

4.1.3. If the proposed disposal plan includes use of property not owned by the Vendor, the Vendor shall provide to the County, after award, a signed and dated landowner's agreement between the Vendor and landowner specifying that they will take the material and how the material will be used for beneficial use. If Primary Vendor cannot provide a landowner's agreement, the County reserves the right to move to the Secondary Vendor.

4.1.4. The Vendor shall submit a Site Utilization Plan for review and approval by the Project Manager prior to commencement of the project.

4.1.5. Dredging is not allowed on this project.

5. PRICING

5.1. The Vendor's pricing shall be all inclusive of all labor, materials, equipment, overhead and all necessary expenses to provide for complete and satisfactory services.

5.2. No change orders will be issued if the method of removal and disposal is changed between any of the three approved methods to cover cost increases. This would not apply if change were due to Force Majeure or Change in Law and Permit Requirements.

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 5, 2023

Solicitation No.: B230200CMR

Solicitation Name: Corkscrew WTP Lime Residual Removal & Disposal Services

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.	Who is the current/most recent provider of service and what is the rate being paid for this service?
Answer	Current incumbent is Youngquist Brothers, Inc. The current rate being paid for all 3 lagoons is \$828,750.00 . Lagoon # 1 \$292,500.00, Lagoon # 2 \$292,500.00, Lagoon # 3 \$243,750.00
2.	Please confirm that the bid pricing lists the Unit of measure for Tons and not for Gallons?
Answer	Bid pricing shall be a lump sum per lagoon.
3.	Are there any bonding requirements for this project?
Answer	There are no bonding requirements for this 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

Carolina Rodriguez

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



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 2115 Second Street, 1st Floor
 Fort Myers, FL 33901
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Posted Date: April 14, 2023

Solicitation No.: B230200CMR

Solicitation Name: Corkscrew WTP Lime Residual Removal & Disposal Services

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.

1. ARTICLE REVISION

SCOPE OF WORK AND SPECIFICATIONS

~~3.5. Any FDEP approved disposal method. Such as mining shore stabilization, Aggregate mix applications, etc. FDEP approval must be received.~~ **A copy of any FDEP approved disposal method must be submitted to the County. Such as mining shore stabilization, aggregate mix applications, etc.**

2. QUESTIONS/ANSWERS

1.	Item: Scope of work 3.5 Why was this section added? Why should FDEP approval be needed if the product is not being used on a FDEP project. This would prohibit use in commercial on-site fill or roadbase applications that have not needed approvals in the past.
Answer	<u>Please see above the article revision to clarify Scope of Work Article 3.5.</u> <u>This means if you have received an FDEP approval, a copy of the approval must be submitted to the County.</u>

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



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Posted Date: April 19, 2023

Solicitation No.: B230200CMR

Solicitation Name: Corkscrew WTP Lime Residual Removal & Disposal Services

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.

OPEN DATE/BIDS DUE EXTENSION:

FROM: April 21st, 2023, at 2:30PM

TO: April 27th, 2023, at 2:30PM

1. QUESTIONS/ANSWERS

1.	Will the County consider extending the due date for one (1) week to allow additional bid preparation with regards to logistics of material disposal?
Answer	Yes, please see above.

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 item listed below. The County shall contact the Primary Vendor first for orders. If the Primary Vendor is unable to fulfill the needs or meet the timeline required, the County may contact the Secondary Vendor. Products are to be charged in accordance with the unit price provided below.**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>AMOUNT</u>
1	Lagoon # 1	Lump Sum	\$718,500.00
2	Lagoon # 2	Lump Sum	\$718,500.00
3	Lagoon # 3	Lump Sum	\$598,750.00

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."***



Lee County Insurance Requirements

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **Under the Description of Operations, the following must read as listed:**

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

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 ensure that all subcontractors comply with all insurance requirements.

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

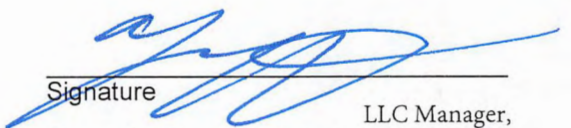
Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance 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: May 12, 2023

STATE OF Florida
COUNTY OF Lee



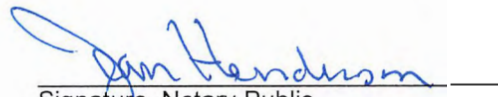
Signature
LLC Manager,
Timothy Youngquist President & Owner
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 12th day of May, 2023, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: Personally Known.
Type of Identification

[Stamp/seal required]



Jean Henderson
Comm.: HH 356908
Expires: February 25, 2027
Notary Public - State of Florida



Signature, Notary Public