

B230400CMR
Non-Hazardous Waste Water Hauling and Disposal Services
South Florida Well Drilling Inc.

E1 Contract # N/A

AGREEMENT FOR NON- HAZARDOUS WASTE WATER HAULING AND 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 South Florida Well Drilling Inc., a Florida corporation, whose address is 7278 21st Place, Labelle, FL 33935, and whose federal tax identification number is 59-2044920, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase non-hazardous waste water hauling and disposal services from the Vendor in connection with "Non-Hazardous Waste Water Hauling and Disposal Services" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B230400CMR on June 20th, 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 August 3rd, 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 11 of the Scope of Work and Specifications Sections of B230400CMR, 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. B230400CMR, as modified by its addendum, copy of which is 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. CONTRACT TERMINATION

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding

under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.

- B. **OPPORTUNITY TO CURE** In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.
- C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. The Procurement Management Director shall notify the Vendor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not

in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- D. TERMINATION FOR CONVENIENCE Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.
- E. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

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

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XII.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. 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 email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Anthony Rivera
 Title: President
 Address: 7778 21st Place, Labelle, FL 33935
 Telephone: (239) 272-0262
 Facsimile: N/A
 Email: Driller5866@aol.com

County's Representative

Name: Mary Tucker
 Title: Procurement Management Director
 Address: P.O. Box 398 Fort Myers, FL 33902
 Telephone: (239) 533-8881
 Facsimile: (239) 485-8383
 Email: 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

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

WITNESS:

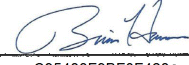
Signed By: Alan Rivera Jr
Print Name: Alan Rivera Jr

SOUTH FLORIDA WELL DRILING INC.

Signed By: Anthony Rivera
Print Name: Anthony Rivera
Title: President
Date: 8-11-23

LEE COUNTY


BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: 
C95488F9B5E0F428
CHAIR


9/29/2023 | 3:53 PM EDT

DATE: _____

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: 
DEEAC69F179B440...
DEPUTY CLERK

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

BY: 
EC9DB6A6584DD473...
OFFICE OF THE COUNTY ATTORNEY

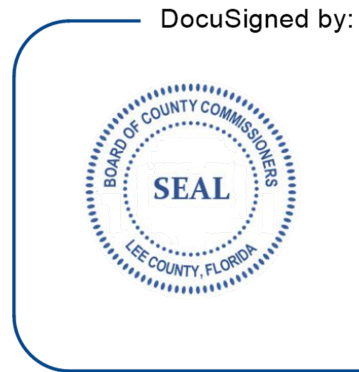


EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

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) for Non-Hazardous Waste Water Hauling Services from County operated transfer station(s). The Vendor shall assist the County with transporting Non-Hazardous Waste Water to a designated disposal facility, in accordance with all specifications, terms and conditions specified herein.
- 1.2. The Vendor shall furnish the necessary labor, tools, equipment, permits, fuel, and incidentals to meet its obligations under the terms and conditions of this Agreement.

2. REGULATIONS

- 2.1. The Vendor shall comply with any applicable Federal, State, and Local Ordinances including, but not limited to, the requirements listed herein:
 - 2.1.1. Florida Department of Transportation
 - 2.1.2. Florida Statute 403 Environmental Control

3. BACKGROUND

- 3.1. This scope of work covers Non-Hazardous Waste Water hauling for the Lee County Solid Waste Department. Non-Hazardous Waste Water is created whenever rain or storm water comes in contact with garbage. Lee County intends to procure the services of a hauling company for the transportation of this non-hazardous waste to Lee Hendry County Landfill in Felda, Florida or to a designated disposal facility.
- 3.2. In September 2022, Hurricane Ian caused significant damage to County operated transfer station(s) located in LaBelle and Clewiston, Florida. The County has obtained permits from FDEP and is currently operating the transfer station(s) under an "open-air permit". Both sites currently do not have roof structures. Therefore, all rainfall that is collected inside the perimeter of the building will be treated as Non-Hazardous Waste Water. The County anticipates approximately one (1) year to reconstruct the transfer station(s).
- 3.3. Both loading locations have two (2) storage tanks with a total capacity of 11,000 gallons of Non-Hazardous Waste Water storage.
- 3.4. Hendry County estimated rainfall annually. * 1 inch= 9,000 gallons: 8.34 lbs./gallon
 - 3.4.1. LaBelle 53 inches: 477,000 gallons *8.34 = 3,978,180/2000 lbs. = 1,989.09 tons.
 - 3.4.2. Clewiston 49 inches: 441,000 gallons *8.34 = 3,677,940/2000 lbs. = 1838.97 tons.

4. TECHNICAL SPECIFICATIONS

- 4.1. The work to be performed under this Agreement shall be from the locations provided in Table I below. The County will schedule work with the Vendor on a daily, weekly, or on -call basis. The Vendor shall be available 24 hours a day, 7 days a week, and shall provide the County after hours contact information. The Vendor shall provide equipment and personnel within 24 hours of the County's email or phone notification to the Vendor. The County cannot guarantee a minimum or maximum quantity of work to be assigned under this Agreement. All services shall be on as-needed basis.

4.2. **Table 1- Transfer Station(s) and Disposal Facility Addresses**

<u>TRANSFER STATION(S)</u>	<u>ADDRESS</u>
Clewiston Transfer Station	1350 S. Olympia Street, Clewiston, FL 33440
LaBelle Transfer Station	1280 Forestry Division Road, LaBelle, FL 33935
<u>DISPOSAL FACILITY</u>	<u>ADDRESS</u>
Lee/Hendry Landfill	5500 Church Road, Felda, FL 33930

4.3. **Table 2 -- Estimated Mileage**

<u>TRANSFER STATION(S)</u>	<u>DISPOSAL FACILITY</u>	<u>MILEAGE</u>
Clewiston Transfer Station	Lee/Hendry Landfill	52 Miles
LaBelle Transfer Station	Lee/Hendry Landfill	19 Miles

5. **HOURS OF OPERATION**

- 5.1. Hours of operation are provided below in Table 3. The County reserves the right to adjust, change, or amend its hours of operation at any time throughout this Agreement.
- 5.2. The County may request services outside of its operating hours as described in section 4. Most of the work is anticipated to be performed during regular operating hours unless otherwise directed or scheduled by a County representative. In the event of after-hours hauling is necessary, the Vendor will be provided site access to each facility to ensure that services are uninterrupted and ongoing.

5.3. **Table 3 -- Operating Hours**

<u>FACILITY</u>	<u>OPERATING HOURS</u>
Clewiston Transfer Station	Monday-Friday 7:00 AM – 4:00 PM Saturday 7:00 AM – 12:00 PM
LaBelle Transfer Station	Monday-Friday 7:00 AM – 4:00 PM Saturday 7:00 AM – 12:00 PM
Lee/Hendry Landfill	Monday-Friday 7:00 AM – 4:00 PM Saturday 7:00 AM – 12:00 PM

5.4. **Holiday Schedule**

- 5.4.1. County operations are closed and observed on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 5.4.2. Due to inclement weather and FDEP permit requirements, hauling non-hazardous waste water may be required on holidays. County representatives will coordinate non-hazardous waste water hauling with the Vendor, if needed.

6. **EQUIPMENT**

- 6.1. At a minimum, the Vendor shall provide a 5500-gallon tanker truck. However, a 6,000 – 7,000 gallon tractor-trailer-tanker combination unit is preferred, but not required.
- 6.2. All equipment shall be marked with identification numbers on each side of the vehicle or combination unit.
- 6.3. If the Vendor's tank trailer was used for transporting any material or product other than Non-Hazardous Waste Water from a Lee County Facility, the Vendor shall thoroughly wash out its tank trailers and properly dispose of the washout liquids according to all applicable regulations and / or good practice industry standards. This

requirement must be followed anytime that the Vendor's tank/trailer is used for any material other than the Lee County Non-Hazardous Waste Water.

7. PREVENTATIVE MAINTENANCE AND REPAIR

- 7.1. The Vendor shall be responsible for all repair and maintenance of the Vendor's equipment. The Vendor shall perform preventative maintenance on their equipment to ensure operations are in conformance with the specifications of this Agreement and all applicable regulations.
- 7.2. Maintenance shall be scheduled to minimize breakdowns that may cause pollutants such as oil or other equipment fluids to discharge to the ground and possibly enter ground water and/or a storm water system. The Vendor shall monitor all equipment for leaks and receive regular preventative maintenance to reduce the chance of leakage. All equipment shall have a spill kit onboard to respond and contain accidental spills. All spills, on County property, shall be reported to a Solid Waste Representative immediately.
- 7.3. Vendors are prohibited from performing preventative maintenance or washing equipment on County property.
- 7.4. Disabled equipment shall be removed from County property so as not to interfere with County operations. Equipment shall be prohibited from being parked overnight and must be removed from County property by the close of business.

8. PERSONNEL

- 8.1. The Vendor shall provide sufficient personnel to load, transport, and unload Non-Hazardous Waste Water from the Transfer Station(s) to the disposal facility.
- 8.2. The Vendor shall provide the County with a main point of contact to schedule work. Said person shall be fully authorized as the Vendor agent.
- 8.3. Vendor personnel shall wear a suitable uniform that identifies the Vendor's organization.
- 8.4. Vendor personnel shall be equipped with sufficient communication devices, which allows for work assignments to be communicated through Vendor's agent.
- 8.5. Vendor personnel shall be equipped with the appropriate Personal Protective Equipment and wear such equipment while performing work on County properties. At a minimum, the following PPE is required:
 - 8.5.1. Hard Hat
 - 8.5.2. Work Gloves
 - 8.5.3. Safety Glasses
 - 8.5.4. Steel Toed Boots
 - 8.5.5. High Visibility Shirt/Vest
- 8.6. Vendor personnel shall follow all site rules on County property including, but not limited to, obeying the posted speed limit and traffic signs, follow directions from County personnel, wear all required PPE, and secure all loads.
- 8.7. Personnel shall be licensed to operate commercial motor vehicles and shall have their possession a Florida Commercial License with tanker endorsement, and medical DOT card at all times.

9. GENERAL OPERATIONS FOR LOADING AND UNLOADING

- 9.1. The Vendor shall obtain a scale ticket by entering and exiting the facility's scale at all loading and unloading facilities.
- 9.2. The Vendor shall be responsible for loading and unloading their equipment.

- 9.3. The County will provide the pumps and 3" – 6" female cam lock fitting connections and hoses at each site for the Vendor to load and unload their equipment.
- 9.4. The Vendor shall be responsible for connecting and disconnecting loading and unloading hoses.
- 9.5. The Vendor shall carry backup hoses and connections on their equipment.
- 9.6. The Vendor shall be responsible for turning on and off County provided pumps at the transfer station(s) and disposal facility during the loading and unloading process.
- 9.7. The Vendor shall be responsible for securing all valves and loading hatches on their equipment.
- 9.8. Both loading and unloading facilities will have a pumping mechanism for all loading and unloading of Non-Hazardous Waste Water.
 - 9.8.1. Loading Locations: Each location will have a pump attached to a load out for the top loading of tanker trailers. In addition to alternative top loading by hose into tanker trailer.
 - 9.8.2. Disposal Location: All loads will be discharged by a pumping mechanism into a holding pond. The anticipated GPM is 300-375.

10. RECORD KEEPING AND SCALE OPERATION

- 10.1. The Vendor's tanker trucks shall weigh in prior to filling and weigh each outbound load at the facility's scale. All weights shall be recorded and weight tickets will be issued by the scale attendant or by the automated truck scale system.
- 10.2. Vendor equipment shall weigh in at County scales prior to loading and weigh out after loading at the transfer station(s).
- 10.3. Vendor equipment shall weigh in at County scales prior to unloading and weigh out after unloading at the disposal facility.
- 10.4. The County shall maintain truck scale records that show the amount of material hauled to and from Solid Waste Facilities.
- 10.5. The County will provide the Vendor with a hard copy of each scale ticket and electronic copies will be emailed upon request from the Vendor.
- 10.6. The County will not authorize transport or provide scale tickets from weights greater than 80,000 lbs. unless the Vendor provides a copy of a certified over-weight permit issued by the State of Florida.

11. COMPENSATION AND METHOD OF PAYMENT

- 11.1. Compensation shall be based on a **per ton rate** for all outbound Non-Hazardous Waste Water leaving the transfer station(s). Payment shall be based on a **per ton rate** transported by the Vendor from the Transfer Station(s).
- 11.2. Monthly Statements
 - 11.2.1. The Vendor shall submit no more than one invoice statement to the County each calendar month covering services rendered and completed during the preceding calendar month, no later than fifteen (15) days following the end of the month. The Vendor's invoice statement shall be itemized to correspond to the basis of compensation as set forth in this Agreement. The Vendor's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supporting documentation of charges consistent with the basis of compensation set forth herein.

- 11.2.2. Conversion Factor: Non-Hazardous Waste Water = 8.34 Pounds per Gallon Ton = 2000 lbs.
- 11.2.3. The County shall issue payment to the Vendor within thirty (30) calendar days after receipt of an invoice statement from the Vendor in an acceptable form and containing the requested breakdown and detail description and documentation of charges. Should the County object or take exception to the amount of any Vendor's invoice statement, the County shall notify the Vendor of such objection or exception. If exception remains unresolved at the end of said thirty (30) calendar day period, the County shall withhold the disputed amount and make payment to the Vendor of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties.

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-year (1) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term up to three (1) one-year terms.

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. The County reserves the right to award to the Vendor whose prices, in its sole judgement, are the most realistic in terms of provisions of best services and in the best interests of the County. Additionally, the County reserves the right to reject any and all bids at any time, unconditionally, and without cause.

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. BID PRICES

- 4.1. Vendor shall bid a per ton unit price for each load transported from the Labelle and Clewiston transfer station to a County-owned disposal facility, according to the information provided in Table 3 of the Scope of Work and Specifications.
- 4.2. The per ton cost shall cover all expenses necessary to load, transfer, and unload non-hazardous waste water including, but not limited to fuel, maintenance, labor, and tools. The County will be responsible for providing electric pumps to load the Vendor's equipment.
- 4.3. The Vendor shall provide pricing for all line items listed on the bid proposal form. Failure to provide pricing for all items shall deem the Vendor as non-responsive and therefore ineligible for award.

End of Special Conditions Section

**EXHIBIT B
FEE SCHEDULE**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1	Transportation from LaBelle Transfer Station to Disposal Facility	TONS	\$21.00
2	Transportation from Clewiston Transfer Station to Disposal Facility	TONS	\$29.00

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.

Revised 12/02/2022 – Page 2 of 2

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: 8/11/23

Anthony A Rivera
Signature
Anthony A Rivera/President
Name/Title

STATE OF GA
COUNTY OF Cobb

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 11th day of August, 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: GA DL.
Type of Identification

[Stamp/seal required]

[Signature]
Signature, Notary Public

N STARADUMSKY
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires June 20, 2026