

B260100SAM
Hendry County Cover Soil - Annual
Universal Trax of South Florida, LLC

E1 Contract #N/A - PO

AGREEMENT FOR HENDRY COUNTY COVER SOIL - ANNUAL

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Universal Trax of South Florida LLC, a Florida company whose address is 16431 Old Olga Road, Alva, FL 33920, and whose federal tax identification number is 46-1192117, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase the transport and delivery of clean fill soil for landfill cover and related operational needs for the Lee/Hendry Regional Landfill in Felda, Florida from the Vendor in connection with "Hendry County Cover Soil - Annual" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B260100SAM on February 13, 2026 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on March 19, 2026; 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 on the Scope of Work and Technical Specifications Section of B260100SAM, a photocopy of said section being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B260100SAM, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement, to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue for one (1), three (3) year period. Upon mutual written Agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the term of two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in the 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.

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. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as 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. VENDOR WARRANTY

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

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday.

- I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

<u>Vendor's Representative</u>		<u>County's Representative</u>	
Name:	<u>Brian Cox</u>	Name:	<u>Mary Tucker</u>
Title:	<u>Owner</u>	Title:	<u>Procurement Management Director</u>
Address:	<u>16431 Old Olga Rd, Alva, FL 33920</u>	Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>
Telephone:	<u>(239) 633-2443</u>	Telephone:	<u>(239) 533-8881</u>
Facsimile:	<u></u>	Facsimile:	<u>(239) 485-8383</u>
Email:	<u>brian@universal-trax.com</u>	Email:	<u>mtucker@leegov.com</u>

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.
- M. 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

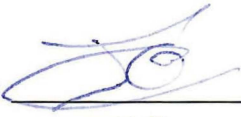
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

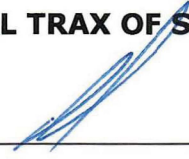
WITNESS:

UNIVERSAL TRAX OF SOUTH FL, LLC

Signed By: _____



Signed By: _____



Print Name: _____

Jorge C. Barnes

Print Name: _____

BRIAN COX

Title: _____

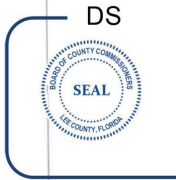
OWNER

Date: _____

4/7/26

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA



Signed by: _____

Signed By: _____

Cecil Pendergrass

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Print Name: _____

Cecil Pendergrass

Title: _____

County Commissioner- Chairman

Date: _____

5/8/2026 | 1:11 AM EDT

ATTEST:
CLERK OF THE CIRCUIT COURT

Signed by: _____

BY: _____

Kevin Karnes

7687653FFAF549B...

Kevin C. Karnes

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

DocuSigned by: _____

BY: _____

Amanda L. Swindle

EC9B5A5584DD473

OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners is seeking to establish an annual Agreement with a qualified and licensed Vendor(s), to furnish, transport, and deliver of clean fill soil for landfill cover and related operational needs for the Lee/Hendry Regional Landfill in Felda, Florida. All services shall be provided in accordance with industry standards and all applicable regulations and provisions of the Solicitation on an "as-needed" basis and in accordance with all specifications, terms, and conditions herein.
- 1.2. The County utilizes approximately 60,000 cubic yards (estimated) of landfill cover soil annually; however, all quantities for payment under this Agreement shall be based on net weight in tons as recorded on the County scales. The County does not guarantee a minimum amount of expenditure for the Vendor(s) during the contract period. Services will be authorized, funded, and accounted for by the issuance of a Purchase Order by the County.
- 1.3. No work shall commence, and no deliveries shall be made, until the County issues the Vendor(s) a written notice (email) authorizing performance under this Agreement.

2. WORK LOCATION AND HOURS OF OPERATION

- 2.1. Work Location: Lee/Hendry Regional Landfill 5500 Church Road, Felda Florida, 33930.
- 2.2. Hours of Operation: Monday through Friday 7:00 a.m. to 4:00 p.m. Saturday 6:00 a.m. to 12:00 p.m.
- 2.3. The County reserves the right to amend its hours of operation and receiving schedules at any time during the term of this Agreement.
- 2.4. Deliveries shall occur during the County's normal operating hours unless the County provides the Vendor(s) with a written approval (email) for deliveries outside of its normal hours of operation.
- 2.5. Holidays:
 - 2.5.1. County delivery location is closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. No work shall be permitted during these observed holidays.

3. PERSONNEL

- 3.1. Vendor(s) personnel shall be appropriately trained in accordance with all applicable laws, regulations, and industry standards for the services performed under this Agreement.
- 3.2. Vendor(s) shall provide its personnel with Personal Protective Equipment (PPE) appropriate for the work, and Vendor's personnel shall wear the required PPE and comply with all County landfill safety requirements and site rules while on County property in accordance with Exhibit A herein.

- 6.3. Vendor(s) shall designate a primary contact and an alternate contact for scheduling, dispatch, and issue resolution, and the Vendor(s) shall provide current phone numbers and email addresses for each contact.
- 6.4. County will request deliveries on an as-needed basis and may specify the requested quantity, desired delivery window, and delivery/unloading location.
- 6.5. County will designate the delivery and unloading location at the landfill, which may include stockpile areas, staging areas, or operational areas, and the Vendor(s) shall unload only at the designated location.
- 6.6. Vendor(s) shall coordinate with the County's designated representative and the landfill scale house prior to delivery to confirm access procedures, routing, and unloading instructions.
- 6.7. Vendor(s) shall deliver soil in a manner that prevents spillage or loss of material on public roadways and on landfill internal roads.
- 6.8. Vendor(s) shall tarp, cover, and/or otherwise secure each load prior to leaving the source location and shall maintain the tarp/cover and load securement in place at all times while traveling on public roads and while on County property.
- 6.9. Vendor(s) shall not remove or open the tarp/cover and shall not untarp the load until the vehicle has arrived at the designated unloading area at the landfill.
- 6.10. County reserves the right to inspect any load upon arrival, including visual inspection and, when deemed necessary by the County, sampling or testing.
- 6.11. County may reject any load that does not meet the requirements of this Scope of Work or that the County determines is unsuitable for the intended use.
- 6.12. Vendor(s) shall be responsible for the disposition of rejected material, and rejected loads shall be removed from the County property or otherwise managed as directed by the County at no additional cost to the County.
- 6.13. County may suspend, reduce, increase, redirect, or reschedule deliveries at any time due to operational needs, weather, site conditions, safety concerns, emergencies, or other constraints.

7. TECHNICAL SPECIFICATIONS

- 7.1. Vendor(s) shall deliver only clean fill soil that meets all requirements of this section.
- 7.2. Vendor(s) shall ensure the soil is suitable for landfill operations and is free of regulated waste, contaminated materials, and prohibited debris, as determined by the County.
- 7.3. Vendor(s) shall ensure the delivered soil meets the following organics content requirement:
 - 7.3.1. The soil shall contain a maximum of five percent (5%) organics content.
- 7.4. Vendor(s) shall ensure the delivered soil meets the following gradation requirements:
 - 7.4.1. The soil shall be greater than ninety-five percent (> 95%) passing a 1.5-inch sieve, meaning no more than five percent ($\leq 5\%$) shall be retained on the 1.5-inch sieve.

7.4.2. The soil shall have less than twenty-five percent (<25%) fines, defined as material passing the No. 200 sieve.

7.5. Vendor(s) shall ensure the delivered soil meets the following USCS classification requirement:

7.5.1. The soil shall be classified in accordance with the Unified Soil Classification System (USCS) as one of the following groups: GW, GM, GC, SW, SM, or SC.

7.6. Vendor(s) shall ensure the delivered soil does not contain unacceptable materials, including but not limited to the following:

7.6.1. The soil shall not contain trash, garbage, or household waste.

7.6.2. The soil shall not contain construction and demolition debris, including concrete chunks, asphalt, brick, metal, glass, plastic, or treated wood.

7.6.3. The soil shall not contain yard waste, stumps, roots, or excessive vegetation matter beyond the allowed organics content.

7.6.4. The soil shall not contain hazardous substances, petroleum-impacted materials, or any material suspected of contamination.

7.6.5. The soil shall not contain any other material the County determines to be unsuitable for landfill operations.

8. SCALES, TICKETS, AND RECORDING KEEPING

8.1. Upon arrival at the Lee/Hendry Landfill, Vendor(s) shall enter County(s) scales as directed by County staff and shall obtain the required weights for each delivered load.

8.2. County will generate and provide Vendor(s) with a County scale ticket for each load weighed at the landfill, and the County scale ticket shall serve as the primary record of delivered quantity for verification and payment purposes.

8.3. Vendor(s) shall also provide a Vendor(s) delivery ticket, bill, receipt, or invoice document from the source for each load delivered, which shall identify the material and the source location and shall be retained as part of the delivery record to the Lee-Hendry Landfill Scale House.

8.4. Vendor(s) shall ensure that each delivery record package includes the following documents:

8.4.1. The County scale ticket showing gross, tare, and net weight (as applicable), date/time, and equipment identification or another load identifier.

8.4.2. The Vendor(s) delivery ticket, bill, or receipt from the source identifying the material as clean fill soil and identifying the source location.

8.4.3. The Vendor(s) shall retain copies of all County scale tickets and all Vendor(s) source documents for all deliveries made under this Agreement and shall make such records available to the County upon request.

8.4.4. The Vendor(s) shall submit invoices in accordance with County invoicing requirements and shall support each invoice with the applicable County scale tickets and Vendor(s) source documentation for the loads billed.

8.4.5. The Vendor(s) shall provide requested delivery records to the County within five (5) business days of request, unless another timeframe is specified by the County.

9. INVOICING

- 9.1. Vendor(s) shall submit one (1) monthly invoice to the County from the previous month's deliveries.
- 9.2. Vendor(s) shall submit the monthly invoice no later than the 15th day of each month for deliveries made during the prior calendar month.
- 9.3. The unit of measurement for payment shall be TONS (net tons). Delivered quantities shall be verified by weight on the County scales using County scale tickets.
- 9.4. Each invoice shall be itemized and shall include, at a minimum, the following information:
 - 9.4.1. Vendor(s) name, remittance address, invoice number and invoice date.
 - 9.4.2. The invoice period (month and year) is covered by the invoice.
 - 9.4.3. The County purchase order number and Agreement number.
 - 9.4.4. The delivery date(s) and the number of loads delivered for each date.
 - 9.4.5. The material description as "clean fill soil."
 - 9.4.6. The unit of measure billed (tons) and the unit price per ton.
 - 9.4.7. The net tons billed for each load and/or delivery date, supported by County scale documentation.
 - 9.4.8. The extended price for each line item and the total invoice amount.
 - 9.4.9. The applicable County scale ticket number(s) for each billed load.
 - 9.4.10. Copies of required supporting documents for each billed load, including:
 - 9.4.10.1. The County scale ticket(s) provided by the County; and
 - 9.4.10.2. The Vendor(s) delivery ticket/bill/receipt from the source for each load.
 - 9.4.11. The County will pay only for loads accepted by the County and properly documented in accordance with this Scope of Work.
 - 9.4.12. The County may reject or return any invoice that is incomplete, lacks required supporting documentation, or contains discrepancies, and the Vendor(s) shall correct and resubmit the invoice in accordance with County requirements.
 - 9.4.13. The County may deduct financial consequences, back charges, and any other amounts due to the County under the Agreement from payments otherwise owed to the Vendor(s), including deduction from invoice(s) submitted by the Vendor(s).

10. DISPUTE AND RESOLUTION PROCESS

- 10.1. Vendor(s) shall promptly communicate with the County designated representative regarding any issues related to deliveries, scale tickets, quantities, documentation, invoicing, nonconforming loads, site rule violations, or liquated damages.
- 10.2. If the Vendor(s) disputes any delivery record, scale ticket, quantity, invoice line item, rejection, or assessment of financial consequences, the Vendor(s) shall submit a written request for review to the County designated

representative within ten (10) business days of the event giving rise to the dispute or within ten (10) business days of receipt of the applicable invoice adjustment notice, whichever occurs later.

10.3. The written request for review shall include, , the following:

- 10.3.1. The specific item(s) in dispute (date, load number, scale ticket number, and invoice number, if applicable).
- 10.3.2. A clear explanation of the basis for the dispute.
- 10.3.3. Supporting documentation, including any Vendor(s) source documents, photographs, driver statements, GPS/telematics logs, or other relevant records.
- 10.3.4. The County will review the Vendor(s) written request and may request additional information. The Vendor(s) shall provide requested information within five (5) business days or within another time frame established by the County.
- 10.3.5. The County may, at its discretion, conduct meetings or discussions with the Vendor(s) to resolve the matter. However, the County is not required to meet in person to complete its review.
- 10.3.6. During the review period, the County may withhold disputed amounts, including disputed quantities and/or assessed financial consequences, from payment until the matter is resolved.
- 10.3.7. After completing its review, the County will issue a written determination. The County's determination shall be final and shall govern for purposes of contract administration, including acceptance/rejection, quantity verification, invoicing, payment adjustments, and financial consequences.
- 10.3.8. Nothing in this section limits the County's right to enforce the contract requirements, deny entry, reject loads, suspend deliveries, or pursue any other remedies available to the Ve under this agreement.

End of Scope of Services

SPECIAL CONDITIONS

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

1. TERM

1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting department(s) the commodity and/or services on an "as needed" basis for a three (3) year period. Upon mutual agreement of both Parties, the Parties may renew the Agreement, in whole or in part, for a renewal term of up to two (2) one-year periods. For a total of five (5) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be the date the Lee County Board of County Commissioners awards the Solicitation to the Vendor(s).

2. BASIS OF AWARD

2.1. The Basis of Award shall be determined by the lowest *Grand Total* unit-price on the Bid/Proposal Form for the most responsive, responsible, and qualified Vendor(s) meeting all bid specifications. The County reserves the right to award in its best interest, at its sole discretion. The County also reserves the right to reject any and all bids at any time, unconditionally, and without cause.

3. PRICING

3.1. Pricing shall be bid on a per-ton delivered.

3.2. Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, transportation, delivery, tools, and any other incidental costs required to perform and complete all work as specified in the Scope of Work and Technical Specifications.

4. FINANCIAL CONSEQUENCES

4.1. The County may, at its sole discretion, levy financial consequences for improper and insufficient actions related to any service required by this Agreement including but not limited to the non-conformances listed in Table 1 below.

4.2. Financial consequences may be assessed per occurrence and/or per business day and may be deducted from the monthly invoice during the month the non-conformance(s) occurred.

4.3. Assessment of financial consequences does not limit the County's right to pursue any other remedy available under the Agreement, including rejection of loads, denial of site access, suspension of deliveries, or termination.

TABLE 1: FINANCIAL CONSEQUENCES

Performance Standard Violation	Financial Consequences
Failure to deliver clean fill soil within five (5) business days from notification from the County.	\$500 per Business Day.
Failure to report spills on County property (fuel, oil, hydraulic fluid, or other release from Vendor vehicle/equipment).	\$100 per Occurrence
Failure to contain and/or clean up spills and/or properly dispose of spill materials.	\$1,000 per Occurrence
Unsecured load / Un-tarped load prior to arriving at the designated unloading area (including loss of material on County property), or failure to maintain load securement while on public roads and County property.	\$250 per Occurrence
Speeding and/or site rule violation (including speeding on County property, failure to obey traffic controls, unsafe dumping, or other safety violations).	\$500 per Occurrence

5. REGULATIONS

- 5.1. Vendor(s) shall comply with all applicable laws and regulations, as amended, including but not limited to federal, state, and local ordinances and the requirements listed herein.
- 5.2. Vendor(s) shall comply with all applicable Florida Department of Transportation (FDOT) requirements and all applicable state and federal requirements governing commercial motor vehicles operating on public roadways.
- 5.3. Vendor(s) shall comply with applicable Florida Statutes, Chapter 316, including requirements related to the safe transport of loads, and Vendor(s) shall ensure loads are secure and covered to prevent soil or debris from dropping, shifting, leaking, blowing, spilling, or otherwise escaping from the vehicle during transport.
- 5.4. Vendor(s) shall comply with applicable 49 CFR (Federal Motor Carrier Safety Regulations) requirements, as applicable to the Vendor’s hauling operations, including driver qualification, vehicle safety, and cargo securement requirements.
- 5.5. Vendor(s) shall comply with applicable Florida Statutes, Chapter 403 (Environmental Control) as it relates to spill prevention, reporting, and cleanup responsibilities arising from Vendor operations (e.g., fuel, oil, or hydraulic fluid spills from Vendor(s) vehicles/equipment).
- 5.6. Vendor(s) shall comply with all County landfill site rules and safety requirements, including but not limited to traffic control, speed limits, PPE, scale procedures, and unloading requirements, as set forth in Exhibit A— Lee/Hendry Landfill Site Rules, which is incorporated herein by reference.

6. TERMINATION

6.1. 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 sixty (60) calendar days written notice beginning on the second day after mailing to the Vendor.

7. LOCAL PREFERENCE

7.1. 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.

End of Special Conditions



Solicitation No.: B260100SAM

Solicitation Name: Hendry County Cover Soil - Annual

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. 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.	Is this a single-award annual agreement or multiple vendors (primary/secondary)?
Answer	This agreement will be awarded to a single vendor.
2.	How will you decide awards—lowest price only or best value (and what factors)?
Answer	In accordance with the special conditions outlined in this solicitation, the basis of award will be determined by the lowest Grand Total unit price listed on the Bid/Proposal Form, provided that the vendor is responsive, responsible, and qualified, and meets all bid specifications.
3.	Will there be a set minimum number of loads or any guaranteed volume for the day? For example, will the request always include a full load (20 Tons) and several trips a day? or is there a scenario where the County will ask for 10 tons in a day?
Answer	There is no set minimum number of loads per day. Services will be provided on an as-needed basis. However, each order shall have a minimum order of 18 to 20 tons per order.
4.	How much lead time will you usually give for deliveries (same-day, 24 hrs, 48 hrs)?
Answer	Deliveries shall be made within 48 hours after the request.
5.	Is there any conversion used internally (CY ↔ tons), or is payment strictly by tons only?
Answer	Payment will be determined exclusively by the weight in tons.
6.	Will you provide tickets/weight slips daily and who signs them?
Answer	<p>In accordance with Section 8 of the Scope of Work:</p> <ul style="list-style-type: none"> • Section 8.2: The County will generate and provide the vendor with a County scale ticket for each load weighed at the landfill. This scale ticket will serve as the primary record of delivered quantity for verification and payment purposes. • Section 8.3: The vendor must also provide a delivery ticket, bill, receipt, or invoice from the source for each load delivered. This document must identify the material and source location and will be retained as part of the delivery record at the Lee-Hendry Landfill Scale House.

7.	Can soil come from multiple borrow pits or must it be from a single approved source?
Answer	The soil must come from a source that meets the technical specifications within the scope of work.
8.	What are the invoice requirements (monthly, weekly, by ticket batch)?
Answer	Please refer to Section 9 of this solicitation.
9.	Confirm payment terms (Net 30?) and whether there are prompt-pay discounts.
Answer	Net 30 are the Terms and there are no prompt-pay discounts.
10.	will you typically call for full truckloads, or could you request smaller partial loads (for example, around 10 tons/half loads) and/or limit deliveries to one trip per day even when more material is needed? I'm asking because our hauling cost is essentially the same per trip regardless of whether the truck is full, so we want to price and plan correctly based on your typical ordering pattern and any minimum load expectations.
Answer	While full loads are preferred to maximize efficiency, there is no established minimum load requirement under this agreement.
11.	Please confirm the pricing to be entered for Line Item "Clean Fill Landfill Soil" (Quantity 65,000 tons): should vendors submit a unit price per ton (with 65,000 tons used only for evaluation and paid based on actual tons delivered), or should vendors submit a lump-sum total price covering the full 65,000 tons?
Answer	Vendors shall submit a unit price per ton. Please note that the quantity of 65,000 tons is for evaluation purposes only. There are no guaranteed amounts for this contract.
12.	Please clarify invoicing and payment timing for this contract: may the vendor submit invoices weekly (e.g., every 7 days), monthly (every 30 days), or on another schedule, and is invoicing based on scale tickets delivered during the billing period (with any required backup documentation)?
Answer	Please refer to Section 9 of this solicitation.

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

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

Sahara Morales

Sahara Morales
 Procurement Analyst Direct Line: 239-533-1689
 Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE**

<u>Universal Trax of South Florida</u>				
Line #	Description	QTY	UOM	Unit
1	Clean Fill Landfill Soil	65000	Tons	<u>\$9.43</u>

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.