

**AGREEMENT FOR  
OLGA WTP SLUDGE REMOVAL AND DISPOSAL**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Vapor Industries, LLC, a Pennsylvania corporation authorized to do business in the State of Florida, whose address is 306 West Prairie Steet, Harrisville, PA 16038, and whose federal tax identification number is 46-5397443, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase services for hauling and disposal of liquid alum residuals from the Vendor in connection with "Olga WTP Sludge Removal and Disposal" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B190209ANB on March 15, 2019 (the "Solicitation"); and,

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

**WHEREAS**, the County posted a Notice of Intended Decision on May 13, 2019; 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, 2, and 3 of the Scope of Work and Specifications of Solicitation No. B190209ANB, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B190209ANB, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

## **II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon the effective date and shall continue for one (1) year with three (3), one (1) year renewals for a total of four (4) years. 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.
- C. Products and services shall be delivered in accordance with Exhibit B, Delivery/Project Schedule, attached hereto and incorporated herein. The schedule shall commence on the date of the purchase order.

## **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, [publicrecords@leegov.com](mailto:publicrecords@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.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

**XI. COMPLIANCE WITH APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

**XII. TERMINATION**

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

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

### **XIII. DISPUTE RESOLUTION**

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

### **XIV. STOP WORK ORDER**

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

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or

3. Terminate the Agreement in accordance with provisions contained in Section XI.

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

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

Vendor's Representative:

Name: Devin Gold  
 Title: President  
 Address: 306 West Prairie Street  
Harrisville, PA 16038  
 Telephone: 814-758-3217  
 Facsimile: N/A  
 E-mail: Devin@vapor-Industries.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u>	
	<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
  - 1. Agreement
  - 2. County's Purchase Order
  - 3. Solicitation
  - 4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

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

WITNESS:  
Signed By: [Signature]  
Print Name: Dennis D. Gold

**VAPOR INDUSTRIES, LLC**  
Signed By: [Signature]  
Print Name: Devin Gold  
Title: President  
Date: 7-9-2019

**LEE COUNTY**

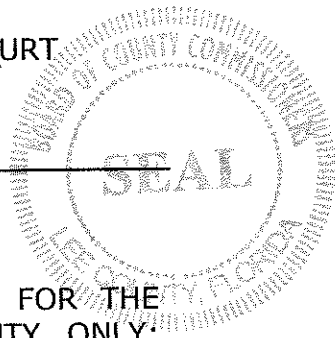
BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: [Signature]  
CHAIR

DATE: 12/4/19

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: [Signature]  
**DEPUTY CLERK**



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

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY

# EXHIBIT A

## SCOPE OF WORK AND SPECIFICATIONS

VS 11-418

### SCOPE OF WORK AND SPECIFICATIONS

#### 1. GENERAL SCOPE OF WORK SUMMARY

Lee County Board of County Commissioners seeks to contract with a qualified Vendor/Vendors to remove the Alum residuals from Lagoons one through four located at the Lee County Olga water treatment plant.

#### 2. DESCRIPTION OF WORK

The Work to be done under this Agreement consists of removing Alum residuals from Lagoons one through four at the Olga water treatment plant. A Primary and Secondary Vendor will be selected for this project. In the event the Primary cannot perform the work under the Agreement the Secondary Vendor will be awarded the work. All residuals removed shall be dewatered utilizing either a belt press, centrifuge, or dewatering bags and disposed of at the Lee/Hendry Landfill. The Vendor shall remove all Alum residual material from the four lagoons to the original pond bottom elevation. The ponds are not lined and have a clay like material as a base. The ponds are approximately 9-10ft deep.

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

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

- 2.1. Disposal Options: All water treatment residuals shall be disposed of at the Lee/Hendry landfill, located at 5500 Church Road, Felda, Florida. Hours of operation are Monday – Friday 7:00 am to 4:00 pm eastern. The last load must be in the gate 30 minutes before closing to allow adequate time to dump. Advanced notice to the scale house is required for special wastes.
- 2.2. All equipment and hauling vehicles provided by the vendor to perform their obligations under this agreement shall be maintained by the Vendor in a good and safe operating condition throughout the duration of this agreement. Hauling vehicles used for the removal and disposal shall be leak proof.
- 2.3. The Vendor shall be responsible for examining the site and completing all necessary investigations to inform itself thoroughly as to all difficulties involved, all quantities of residuals to be removed, requirements to complete all work specified herein and to adhere to the LCU approved disposal plans.
- 2.4. Implied and normally required work: It is the intent of these specifications to provide the County with complete restoration of the residual holding lagoons. Any part or item of work which is reasonably implied or normally required to make this project satisfactorily and completely operable is deemed to be included in the work and the Vendor's bid. All miscellaneous appurtenances and other items of work incidental to meeting the intent of these specifications are considered to be included in the work and included in the Vendor's bid, even though these appurtenances may not be specifically called for in these specifications.
- 2.5. The Vendor shall provide competent and properly licensed operators for the operation of all equipment employed in the performance of the Vendor's obligations under this Agreement. For security purposes, all drivers and representatives of the Vendor's shall provide photo identification, along with the proper credentials, indicating that they are employed and a duly authorized representative of the Vendor. LCU reserves the right to refuse access to any facility if proper identification is not provided upon request. Any associated costs incurred by the Vendor will be borne by the Vendor, should access be denied for lack of proper identification.
- 2.6. The Vendor shall be responsible for all clean-up activities, costs incurred, and materials for any spilled residuals which results from the performance of obligations by the Vendor under this agreement, regardless of the cause of the spillage. The cleanup shall include, but not be limited to, the removal of the spilled material

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## EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

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and the remediation of the area where the spillage occurred. The cleanup efforts and site must meet all local, State and Federal regulations and requirements.

### 3. WORK TO INCLUDE:

Vendor is responsible for providing the following services under this Agreement.

- 3.1. Furnishing and mobilization of all labor, supervision, material, fuel, water, tools, equipment, supplies, transportation and other means of construction necessary, or proper, for performing and completing the work.
- 3.2. Removal of the Alum residual material from Lagoons one through four to its original bottom. The Vendor shall restore the lagoon to the original slopes and dimensions. Excavation work will be deemed completed and substantial completion of project attained when all Alum residuals have been removed down to the pond's bottom and properly disposed of at the Lee/Hendry Landfill.
- 3.3. All material removed from the lagoons must be disposed of at the Lee/Hendry landfill. The Vendor shall be solely responsible for the complete removal of Alum residuals from the lagoon as well as proper disposal. Dewatered material must pass the paint-filter test in order to be disposed of at the Landfill.
- 3.4. Clearing/grubbing, removal and offsite disposal of vegetation located in the lagoons, on the berms or side slopes.
- 3.5. Protection of all existing equipment, piping, structures, and other appurtenances located in and around the lagoons.
- 3.6. Restoration of the lagoon berm side slopes to original grades and elevations. The berm and side slopes shall be re-compacted as necessary to restore back to original conditions. Upon final grading, berm and side slopes shall be seeded for stabilization. Vendor is responsible for an acceptable stand of grass.
- 3.7. Dewatering as necessary to complete the work. If dewatering is performed other than discharging to an adjacent lagoon, proper approval and/or permitting shall be obtained from the proper agency.
- 3.8. Complete repair and restoration of all areas disturbed or damaged by removal activities. Areas shall be restored to pre-construction conditions at a minimum unless otherwise specified herein.
- 3.9. Maintaining the work area and site in a clean and acceptable manner.
- 3.10. Maintaining existing facilities in service at all times except where specifically provided for otherwise herein. The Vendor shall coordinate his work with Plant Operations personnel, specifically the plant Lead Operator and Water Manager.
- 3.11. Protection of finished and unfinished Work.
- 3.12. Provide and maintain erosion and sediment controls around the work area.
- 3.13. Furnishing as necessary, proper equipment and machinery of a sufficient capacity to facilitate the work and to handle all emergencies normally encountered in work of this character.

### 4. VENDOR'S USE OF SITE

4.1 In addition to the requirements, the Vendor shall be responsible for the following:

- 4.1.1 County occupancy and access to operate existing facilities.
- 4.1.2 Coordination of site use with the County and the Project Manager.
- 4.1.3 Responsibility for protection and safekeeping of equipment and products under this Agreement.
- 4.1.4 The Vendor shall submit a Site Utilization Plan for review and approval by the project manager prior to commencement of the project.
- 4.1.5 The County will occupy premises during entire period of removal process in order to maintain normal operations. Vendor shall cooperate with the County's representative in all restoration operations to minimize conflict, facilitate County usage, and maintain site security as designated by Water Manager and Project Manager.

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### **SCOPE OF WORK AND SPECIFICATIONS**

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- 4.1.6 Starting Work: Start work within 5 calendar days following the date stated in the purchase order and execute with such progress as may be required to prevent delay to the general completion of the project. Execute work quickly and supply adequate personnel, material and equipment so as to complete the work in the time established by the Agreement. At all times, schedule and direct the work so that it provides an orderly progression to completion within the specified time for completion.
- 4.1.7 Work at the site will permitted between 8:00am to 5:00pm eastern unless permission to deviate is granted by LCU. LCU does not want heavy equipment moving through the residential area outside the hours listed.
- 4.1.8 Water collected within the lagoon that is being cleaned may be disposed of by pumping into other existing lagoons, provided that 12" freeboard is maintained in the receiving lagoons at all times.
- 4.1.9 Vendor is responsible for locating and protection all existing utility lines within the lagoon and adjacent to the active work zone.
- 4.1.10 All material removed from the lagoons shall be transported from the lagoons via the main gate. The gate will be closed at all times. The Vendor will be given key cards to the gate and the cards will open the gate when needed. Otherwise the gate is to remain shut at all times. Vendor shall be responsible for maintenance of a haul road during the period of this Agreement.
- 4.1.11 The pond banks and top berm shall be graded smooth around the entire perimeter of the lagoon to an acceptable smoothness as to accommodate lawn maintenance by riding lawn mowers. Vendor shall sod or seed berm to establish a solid stand of grass within 45 days.

#### **5. OBLIGATIONS OF LCU**

- 5.1 LCU shall provide to the vendor the laboratory TCLP analysis as required for disposal of residuals generated at the facility during the term of the agreement.
- 5.2 LCU will complete the Lee County Solid Waste Generator's Waste Summary Sheet (GWSS) prior to disposal
- 5.3 LCU will pay all Landfill Tipping fees internally.

#### **6. ATTACHMENTS**

- 6.1 Olga Pond Drawings
- 6.2 Olga Pond Elevations
- 6.3 Olga Water Treatment Plant Aerial

End of Scope of Work and Specifications Section

# EXHIBIT A

## SCOPE OF WORK AND SPECIFICATIONS



Procurement Management Department  
 1500 Monroe Street 4<sup>th</sup> Floor  
 Fort Myers, FL. 33901  
 Main Line: (239) 533-8881  
 Fax Line: (239) 485-8383  
[www.lee.gov.com/procurement](http://www.lee.gov.com/procurement)

**Posted Date:** April 17, 2019

**Solicitation No.:** B190209ANB

**Solicitation Name:** Olga Sludge Removal and Disposal

**Subject:** Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

### **1. Article Revisions**

**1.1** ~~Special Condition 3 has been deleted in its entirety. All work shall be completed within (120) calendar days from issuance of purchase order.~~ Special Condition 3 has been replaced with: The period for completion of all work has been increased. The Vendor will have a completion of 250 calendar days. This is to allow enough time for disposal to landfill.

### **2. Pricing**

**2.1** ~~Special Condition 4.2 has been deleted in its entirety. The Vendor shall provide their lowest unit cost per cubic yard that shall be charge for any of the three approved sludge removal and disposal methods (Belt press, centrifuge, or dewatering bags) described herein.~~ and replaced with: The Vendor shall provide their lowest LUMP SUM cost per pond for any of the three approved sludge removal and disposal methods (Belt press, centrifuge, or dewatering bags) described herein in 4.2.1 – 4.2.3. This is a LUMP SUM contract. The unit of measure and unit cost are for bidding purposes only.

1.	Is there any type of smell to the sludge?
<b>Answer</b>	<b>NO.</b>

## EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

2.	Are the contractors allowed to retrieve a sample of the sludge?
Answer	No, requests for samples will not be permitted until the opening of this solicitation. Following the award of contract, Contractors may request samples and coordinate such request directly with the Project Sponsoring Department. Please refer to page 15, Article 1 under Special Conditions regarding the TCLP analysis.
3.	Is the disposal of the bags the contractors responsibility?
Answer	YES.
4.	Does the COUNTY pay the Tipping Fees?
Answer	YES. See page 18 section 5.3 of the solicitation package.
5.	How soon will the ponds need to be cleaned again?
Answer	Lee County Utilities anticipates two more ponds will be cleaned in 2019. Remaining ponds will be cleaned on an as needed basis.
6.	Is the contractor bidding by the wet or dry cubic yards?
Answer	Contractor shall bid by wet cubic yard. However, please see revision to pricing article. Per cubic yard price is for bidding purposes only. This is a lump sum contract therefore total price bid per lagoon will be the contracted lump sum amount provided to contractor per paid cleaning.
7.	When does the contractor know when clean is clean?
Answer	Clean to Original Grade and Dimensions.
8.	Are the ponds clay-lined?
Answer	Please reference solicitation page 16, Section 2, "The Ponds are not lined and have a clay like material as a base".
9.	Will there still be a little residual left over in the ponds?
Answer	YES, it is expected that a minimal amount of residual/sludge is left over in ponds.
10.	Did the previous contractor pump out the sludge?
Answer	Various methods have been used in the past for sludge removal.
11.	Will the water be lowered in the ponds?
Answer	NO.
12.	Does the material need to be landfilled?
Answer	YES, maximum 4 loads per day to the landfill.



## EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

13.	Is this Non-Hazard Waste?
Answer	YES.
14.	Does the EPA consider this hazardous material?
Answer	NO.
15.	Does a hazardous materials truck need to be used for hauling?
Answer	NO.
16.	How many loads did the last contractor take out?
Answer	Loads were contingent on the size of truck, how many ponds LCU cleaned, and the material makeup.
17.	Do all the ponds get cleaned at the same time?
Answer	No, LCU will clean one pond at a time, but may clean multiple ponds in a year.
18.	Is the contractor paid per pond?
Answer	Contractor will be paid by wet cubic yard. The County shall request full pond cleaning. Contractor will be paid lump sum amount for pond.
19.	Will the water be taken back off the press?
Answer	YES.
20.	For the number of days to complete, is that to get the ponds back in service? or to get equipment off site?
Answer	The time provided is complete full pond cleaning.
21.	Is the contractor responsible for cutting and loading the bags?
Answer	YES.
22.	Can the bags be hauled to the landfill if it is raining or storming outside?
Answer	YES.
23.	Does the contractor need to pay for sales tax?
Answer	YES.
24.	Are the chemicals used for the dewatering process provided by the contractor?
Answer	YES. The contractor is responsible for all chemicals used for the dewatering process. All Chemicals used are to be National Sanitation Foundation (NSF) approved for drinking water applications.

## EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

25.	Will 480 V, 3-phase power be available for our equipment to be connected to and powered off of?
<b>Answer</b>	<b>YES, panel located at the abandoned ASR well next to the ponds.</b>
26.	Will water be provided with a good connection point?
<b>Answer</b>	<b>Water is available from a 2 inch connection. PSI ranges from 50-70 PSI.</b>
27.	Unfortunately, samples from the bank are not representative of the entire lagoon. Alternatively, it would be informative to provide the bidders with the estimated dry-tons per pond. Is this something you can provide? That would eliminate guessing at items such as total polymer costs.
<b>Answer</b>	<b>Estimated Dry Tons will need to be determined by the contractor as it will depend on their dewatering process and what percent solids they can achieve depending on the method used.</b>  <b>Lagoons one, two and three are approximately 3,000 cubic yards residuals Lagoon four is approximately 2,000 cubic yards of residuals.</b>
28.	Section 9.1 states that bidder will guarantee their work for a minimum of 12 months. Since the winning bidder will be supplying a service (as opposed to equipment) and re-sedimentation is a naturally occurring process, we ask that this clause be stricken.
<b>Answer</b>	<b>Section 9 states "As Applicable" This does not apply to this project.</b>
29.	Will water be provided for polymer make down?
<b>Answer</b>	<b>Water is available onsite for the contractor to use.</b>
30.	Will the Owner provide the dewatering polymer?
<b>Answer</b>	<b>NO. The contractor is responsible for all chemicals used for the dewatering process. All Chemicals used are to be NSF approved for drinking water applications.</b>
31.	What is the average percent solids and specific gravity of the solids in each lagoon?
<b>Answer</b>	<b>This can vary and will be determined by your testing.</b>
32.	When were the ponds last dredged and dewatered and what was the contract dollar amount for that work?
<b>Answer</b>	<b>Three of the four ponds were cleaned and the project was completed April 2019. The cost for cleaning and hauling the sludge from three ponds to the landfill was approximately \$257,660.00.</b>

**EXHIBIT A**  
**SCOPE OF WORK AND SPECIFICATIONS**

33.	The bid form does not include a line item for mobilization/demobilization. Since we do not want to artificially inflate the unit rates on the bid form, can we separate out the mobilization/demobilization costs?
<b>Answer</b>	<b>NO, mobilization/demobilization shall be included in contractor lump sum.</b>

34.	In the "Description of Work", it states that "Since the lagoons fill up at different rates throughout the year, the amount of lagoons that will need to be cleaned will vary from as little as one per year to as many as six." Is this contract to clean all four lagoons within the 120 calendar days, or is this project to be performed (at the County's election) over a multi-year period?
<b>Answer</b>	<b>This contract is to provide as needed services over a multi-year period.</b>

35.	Can the contractor work 7 days a week, 12 hours per day?
<b>Answer</b>	<b>Please reference page 18, section 4.1.7 of the Solicitation Package, " Work at the site will be permitted between 8:00am to 5:00pm eastern unless permission to deviate is granted by LCU. LCU does not want heavy equipment moving through the residential area outside of the hours listed"</b>

36.	Can the contractor stockpile dewatered, paint-filter dry solids prior to hauling?
<b>Answer</b>	<b>Only if the dried solids is stockpiled in an area designed to hold the material and that would not allow any to runoff or wash out in the event of rain or flooding. The material that is stockpiled will need to be completely removed within the 250 day window from the issuance of the purchase order.</b>

37.	The plans reference many call outs such for various piping, valve, and miscellaneous contractor work. Could you clarify that the plans were just to show the facility layout and that no scope of work is to be taken from the plans?
<b>Answer</b>	<b>No scope of work should be taken from the plans.</b>

38.	Please confirm that no bid bond or offer guarantee is required with this bid?
<b>Answer</b>	<b>There is no Bid Bond or Offer Guarantee required.</b>

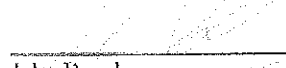
**EXHIBIT A  
SCOPE OF WORK AND SPECIFICATIONS**

39.	Is this a prevailing wage rate job? Or is it being performed as a maintenance contract, which is not bound by the prevailing wage rate regulations?
<b>Answer</b>	<b>This not a prevailing wage rate job. Price shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents.</b>

40.	Section 5 of the scope of work states that LCU is paying all tip fees internally. Does this imply that LCU is responsible for ALL disposal costs of the waste material at the landfill? The contractor is only responsible for the transportation expenses associated with hauling the sludge from the WTP to the Landfill?
<b>Answer</b>	<b>Correct, Lee County Utilities will be paying for all Landfill tipping fees and the contractor is responsible for transporting the material from the water plant to the landfill and offloading the material at the landfill.</b>

**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.**

  
 \_\_\_\_\_  
 Jake Bond  
 Lee County Procurement Management

# EXHIBIT A

## SCOPE OF WORK AND SPECIFICATIONS



Procurement Management Department  
1500 Monroe Street 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
Main Line: (239) 533-8881  
Fax Line: (239) 485-8383  
[www.lee.gov.com/procurement](http://www.lee.gov.com/procurement)

Posted Date: April 17, 2019

Solicitation No.: B190209ANB

Solicitation Name: Olga Sludge Removal and Disposal

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1.	On page 15, 2.1 states On-Site Dewatering. Can it be hauled to our dewatering facility and pressed, our press is not mobile. This would ultimate wet weather problems, our press and trailers are in a closed building.
Answer	<p><b>The County shall allow the contractor to dewater offsite as long as the dewatering activity is performed on the contractor's owned property or place of business and the Centrate from the dewatering process is disposed of according to all local, state and federal regulations. An offsite dewatering plan would need to be submitted prior to issuance of a purchase order to include:</b></p> <ol style="list-style-type: none"> <li>1) <b>The physical address of the offsite dewatering location.</b></li> <li>2) <b>Material handling plan to include details on transportation and offsite site setup.</b></li> <li>3) <b>Centrate disposal plan.</b></li> </ol>

**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.**

\_\_\_\_\_  
Jake Bond  
Lee County Procurement Management

# EXHIBIT A

## SCOPE OF WORK AND SPECIFICATIONS

Ms 12-4-18

### 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. Prior to issuance of purchase order, Lee County Utilities (LCU) will have a Toxicity Characteristic Leaching Procedure (TCLP) Metals analysis completed on each of the lagoons to be cleaned. The analysis results will be provided to the Vendor.
2. Prior to issuance of a purchase order, the Vendor shall provide an LCU their intended disposal plan, including but not limited to that shall receive LCU's written approval prior to commencing any work:
  - 2.1 On-site residuals dewatering plan, indicating primary type of dewatering to be used, centrifuge, belt press or Dewatering bag.
  - 2.2 Wet weather disposal contingency plan.
  - 2.3 Staging areas as applicable.
  - 2.4 Materials handling plan.
  - 2.5 SDS Sheet and NSF Certification for any chemical that will be used in the process, IE Polymers.
  - 2.6 If the primary Vendor cannot provide an LCU approved disposal plan within 10 business days upon request the County will proceed to the secondary Vendor.
3. All work shall be completed within (120) calendar days from issuance of purchase order.
4. Pricing:
  - 4.1 The Vendor's rates shall be fully loaded and as such be inclusive of all labor, materials, equipment, overhead, etc necessary to provide for complete and satisfactory services.
  - 4.2 The Vendor shall provide their lowest unit cost per cubic yard that shall be charge for any of the three approved sludge removal and disposal methods (Belt press, centrifuge, or dewatering bags) described herein.
    - 4.2.1 Centrifuge Dewatering: Centrifugal thickening and dewatering of sludge is a high-speed process that uses the force from the rapid rotation of a cylindrical bowl to separate solids from the liquid.
    - 4.2.2 Belt Press Dewatering: Belt Press dewatering is accomplished by applying mechanical pressure to a chemically conditioned slurry, which is sandwiched between two tensioned belts, bypassing those belts through a serpentine of decreasing diameter rolls.
    - 4.2.3 Dewatering bag process: Dewatering is accomplished by pumping a chemically conditioned slurry into the dewatering bag allowing only the water to flow out of it holding back the thickened solids.
  - 4.3 Example: If the vendor choses to use dewatering bags on Lagoon 1 and the County deems that method inadequate, at the sole discretion of the County, then the County may direct the Vendor to perform one of the other approved methods (belt press or centrifuge) at no change to the unit cost for the next Lagoon. If the primary Vendor refuses to perform one of the other approved methods the County may use the secondary Vendor.
  - 4.4 No change orders will be issued if the method of removal and disposal is changed between any of the three approved methods to cover cost increases.

End of Special Conditions Section

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15 B190209ANB - Olga WTP Sludge Removal and Disposal

**EXHIBIT B  
FEE SCHEDULE**

The County shall pay the Vendor for actual work performed under the terms of this Agreement at the following rates for Lagoons One, Two, Three and Four of the Olga WTP. All work shall be done on an as-needed basis as determined by and at the request of the County.

Item #	Item Description	Lump Sum Total
1	Lagoon #1	\$92,250.00
2	Lagoon #2	\$92,250.00
3	Lagoon #3	\$92,250.00
4	Lagoon #4	\$61,500.00

## EXHIBIT C INSURANCE REQUIREMENTS



<b>Lee County Insurance Requirements</b>
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**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)  
\$500,000 bodily injury per person  
\$1,000,000 bodily injury per accident  
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease – policy limit

*"The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

Revised 03/19/2018 – Page 1 of 2



## EXHIBIT C 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. The certificate holder shall read as follows:

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902
  - b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.

### Special Requirements:

1. An appropriate “Indemnification” clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.