

**AGREEMENT FOR  
YARD WASTE PROCESSING, GRINDING AND MARKETING**

**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 Wherry Truck Lines, Inc., a Florida corporation, whose address is 5790 Country Lakes Drive Fort Myers, FL 33905, and whose federal tax identification number is 65-0339512, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase yard waste processing, grinding and marketing from the Vendor in connection with "B180204BAW" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B180204BAW on August 3, 2018 (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 September 13, 2018; 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 the Solicitation, a photocopy of said scope of work/specifications being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation as modified by its addendum, 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 through the delivery of the Purchase and the associated

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warranty period as further described in this Agreement for an initial period of one (1) year with the option to renew for three (3) additional one (1) year periods upon the mutual written agreement of the parties. The effective date shall be October 24, 2018.

- 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 work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order 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+ Class VII 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. Any change or substitution to the Vendor's key personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

**XI. COMPLIANCE WITH APPLICABLE LAW**

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

**XII. TERMINATION**

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or

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

### **XIII. DISPUTE RESOLUTION**

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

### **XIV. VENDOR WARRANTY**

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

## **XV. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.



H. 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 be

I.

Vendor's Representative:

County's Representatives:

Name:	<u>Kendell Wherry</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>President</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>5790 County Lakes Drive</u> <u>Fort Myers, FL 33906</u>	Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-768-1293</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-768-6552</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>Kendell@wherrytrucklines.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. County's Purchase Order
3. Solicitation
4. Vendor's Submittal in Response to the Solicitation

[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:

**WHERRY TRUCK LINES, INC.**

Signed By: Stephanie Wohler

Signed By: Kendell Wherry

Print Name: Stephanie Wohler

Print Name: Kendell Wherry

Title: President, Wherry Truck Lines, Inc.

Date: September 25, 2018

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: [Signature]  
CHAIR

DATE: 11-14-18

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: Chris Lee  
**DEPUTY CLERK**

Commissioner Cecil L Pendergrass  
Lee County Board of County Commissioners  
District 2



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

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY

# EXHIBIT A SPECIFICATIONS OR SCOPE OF SERVICES

## EXHIBIT A SPECIFICATIONS OR SCOPE OF SERVICES

Ver 11/07/2015-5

LEE COUNTY SOLID WASTE DIVISION

### YARD WASTE PROCESSING, GRINDING AND MARKETING AGREEMENT

1. **SCOPE**

1.1. The Lee County Board of County Commissioners (BOCC) desires to obtain a qualified professional and licensed Vendor to provide Yard Waste Processing, Grinding and Marketing services for County facilities located at 10500 Buckingham Road, Fort Myers, FL and under special circumstances at 5500 Church Road, Felda, Florida.

2. **BACKGROUND**

2.1. Incorporated by Reference: Chapter 62-709 of the Florida Administrative Code (F.A.C.), all Florida Department of Environmental Protection regulations referenced therein, and all other Federal, State, and local laws and regulations, are incorporated by reference. The Vendor shall comply with the requirements of Chapter 62-709 F.A.C., Florida Statute 403 and all other applicable Federal, State and local laws and regulations during operation of the County's Yard Waste Processing Site. The County shall prepare the Annual Report for a Yard Trash Transfer Station or Solid Waste Organics Recycling Facility, under Chapter 62-709 F.A.C. and other reporting requirements.

3. **AWARD**

3.1. The basis of award shall be determined by the lowest *Grand Total Cost (estimated per year for bid evaluation)* of the most responsive, responsible, and qualified Vendor meeting all bid specifications. The County reserves the right to award to the Vendor whose prices, in its sole judgement, are the most realistic in terms of provisions of the best services, in the best interest of the County. Additionally, the County reserves the right to reject any and all bids at any time, unconditionally, and without cause.

3.2. The Vendor(s) must provide pricing for all line items listed on the bid proposal form. Failure to provide pricing for all items shall deem the Vendor(s) as Non-responsive and therefore ineligible for award.

4. **SPECIFICATIONS**

4.1. The work to be performed under this Agreement shall be on the designated Yard Waste Processing Facility (horticulture pad) located west of the Construction and Demolition Debris Recycling Facility at the Lee County Resource Recovery Facility, 10500 Buckingham Road, Fort Myers, Florida. The horticulture pad is rectangular and has an area of approximately 7 acres. A general map of the facility is included as an attachment.

4.1.1. Site Risks and Access: The Resource Recovery Facility where the Yard Waste Processing Facility is located poses several risks inherent to its operation. The Vendor must participate in the annual safety training provided on-site by the Resource Recovery Facility operator and/or the County and is responsible for making itself familiar with site risks and available information. The Resource Recovery Facility is a restricted access site. The Vendor shall abide by established access policies.

4.1.2. Security: The Vendor shall be responsible for security of their equipment and the County shall be in no way responsible for vandalism or theft of the Vendor(s) equipment located at the site.

4.2. Under special circumstances such as, but not limited to, County vehicles' breakdown, the Vendor may be required to haul processed material to the Composting Facility at the Lee/Hendry County Regional Solid Waste Disposal Facility (the Landfill) located at 5500 Church Road, Felda, Florida.

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**5. HOURS OF OPERATION**

5.1. All work shall be performed during regular operating hours unless otherwise approved by the Solid Waste Division representative. The Vendor shall have sufficient staff to receive, process, grind, load, and transport material during normal operating hours, including working holidays. Should an observed holiday fall during a normal workweek and the Resource Recovery Facility is closed, the Yard Waste Processing Site shall be opened the following Saturday from 6:30 AM until 5:00 PM. Holiday Resource Recovery Facility Closure Schedule is shown below.

New Year's Day	Labor Day
Memorial Day	Thanksgiving
Independence Day	Christmas

5.2. Resource Recovery Facility Hours of Operation: Monday through Wednesday, 6:30 AM to 6:00 PM., Thursday and Friday, 6:30 AM to 5:00 PM., and 6:30 AM to noon on Saturday.

5.3. Lee/Hendry County Regional Solid Waste Disposal Facility: Under special circumstances that require the Vendor to haul Compost Feedstock to the Composting Facility, the Vendor shall deliver the material during the Landfill's operating hours. Excluding some holidays, regular operating hours are Monday through Friday, 7:00 AM to 4:00 PM. The Vendor shall arrive at the Landfill at least 30 minutes before closing time.

5.4. The County reserves the right to adjust, change, or amend its Hours of Operation.

**6. REQUIREMENTS**

6.1. The Vendor shall supply all necessary equipment, personnel and supplies to accept, grind, process, screen, load and haul yard waste (horticulture) and land clearing materials in a neatly and timely manner as required by 62-709 F.A.C and any other applicable regulation.

6.2. The Vendor shall neatly stockpile the processed material in windrows in compliance with 62-709 F.A.C. and any other applicable regulation, and in locations at the Facility as directed by the Solid Waste Division representative.

6.3. The Vendor shall process yard waste and land clearing materials to the specifications and quantities as directed by the Solid Waste Division representative. Specification shall be 2" minus mulch or 5" minus mulch. Quantities of each type of processed material are described elsewhere in this Agreement.

6.4. The Vendor shall transport, dispose or market mulch as required by the County and as described elsewhere in this Agreement.

6.5. The Vendor shall perform the services without interfering with any of Solid Waste's ongoing operation. The Vendor shall comply with all the applicable rules and procedures established by Lee County including verbal direction by a designated Solid Waste Division representative concerning the use of the County's Facility including but not limited to traffic, loading, safety and parking rules, etc.

6.6. The Vendor shall begin grinding and processing no later than 2 weeks after notification by the County. The County may assess an administrative charge if the Vendor does not begin the grinding process within two weeks after the County's notification.

**7. SPECIFICATION OF MULCHED MATERIAL**

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- 7.1. The Vendor shall produce a 2" minus mulch or 5" minus mulch as directed by the Solid Waste Division representative. Two-inch-minus and five-inch-minus mulch means that at least 97% of the material shall pass a two-inch or five-inch screen mesh respectively, and not contain excessive non-horticultural debris such as plastic, string, or rocks. The predominant required specification shall be a 2" minus mulch to be used in County operations (Compost Feedstock and Distribution Quality materials), the rest of the material shall be processed to a 5" minus specification (Vendor Material). Quantities of required 2" minus and 5" minus material shall be specified elsewhere in this Agreement.
- 7.2. Right to Refuse Materials: The County shall periodically inspect the ground mulch to verify an acceptable finished product. The County reserves the right to require additional grinding or screening to obtain a product that meets County's specifications without incurring in additional costs to the County. The County reserves the right to halt production or refuse to accept materials at the Composting Facility that do not meet specifications. Rejected material shall be transported by the County for disposal and any associated costs shall be charged to the Vendor.
- 7.3. Specification Changes: The County reserves the right to renegotiate Agreement terms and conditions with the Vendor if in the future the technical specification requirements are changed due to the needs and best interest of the County and as long as such changes do not constitute a cardinal change to the agreement.
- 8. QUANTITIES AND TYPES OF MATERIALS TO BE PROCESSED**
- 8.1. Quantities: The approximate quantity of horticultural waste received at the facility is estimated to be 120,000 tons per year. The County cannot guarantee a minimum or maximum quantity of material received. No work is guaranteed.
- 8.2. Materials: The material to be processed shall include, but is not limited to, bagged and un-bagged yard waste and land clearing debris from residential and commercial businesses, which substantially comprise of lawn clippings, trimmings, branches, limbs, palm fronds, logs, roots, and stumps. All materials shall be managed according, but not limited, to the requirements from Chapter 62-709 F.A.C. and all other applicable regulations.
- 8.2.1. Bagged and Un-bagged Material: The Vendor is required to separate bagged material. The Vendor may opt to recover the yard waste inside the plastic bags to use for processing, and dispose of the plastic debris; however, the Vendor is responsible for the labor required to separate out the plastic bags and for providing the County with a processed material to the specifications and quantities required. The County shall provide roll-off containers to place the bagged material and/or plastic bag debris, and shall transport and dispose of this material with no expense to the Vendor. The un-bagged yard waste shall be primarily ground to a 2" minus specification to meet the estimated quantity requirements described elsewhere in this Agreement.
- 8.2.2. Large Diameter Material: The Vendor shall be required to handle, process, and grind large diameter material such as large trunks, root-balls, etc. received at the site. Large diameter material shall be ground to, at least, a 5" minus specification and shall be stockpiled separately from the rest of the material processed at the Facility. The County reserves the right to require further processing of this material to fulfill the quantities requirements of 2" minus specification material.
- 8.2.3. Other Material: Other material includes, but is not limited to, dock piles, telephone poles, and clean wood such as 2x4 boards recovered from the County's C&D Recovery Facility. These materials shall be inspected by the County to confirm the absence of any apparent and sizeable

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metal, but no guarantee is made to that effect. The County shall coordinate grinding efforts for this type of material with the Vendor. Other material shall be ground to a 5" minus specification and shall be stockpiled separately from the rest of material processed at the Facility. The County shall transport and dispose of this material with no expense to the Vendor. The estimated quantity of Other Material that could potentially be transported to the Yard Waste Processing Facility for processing, is approximately 5,000 tons per year. The County reserves the right to modify this quantity as the operation of the C&D Recovery Facility requires it.

- 8.2.4. **Non-processed Materials:** Yard waste and other processing materials may contain minor amounts of debris other than vegetative waste such as rock, metal, or other items which may be damaging to grinding and processing equipment. The Vendor is responsible for the separation and stock piling of potentially damaging materials and is responsible for all damage resulting to his equipment from the introduction of such materials into his equipment. The County shall transport and dispose of non-processed materials stockpiled at the site with no expense to the Vendor.
- 8.2.5. **Non-Horticultural Material:** The Vendor is responsible for detecting and segregating, in accordance with all Federal, State, and local regulations, non-horticultural materials inadvertently received at the work area including, but not limited to, municipal solid waste and hazardous waste. Municipal solid waste may be placed in the County provided roll-off container along with the bagged material and/or plastic bag debris. The Vendor shall immediately notify the County if hazardous material is received at the site and, if safe to do so, shall segregate the material until such time that County staff can inspect the material and arrange for its proper disposal.

**9. EQUIPMENT**

- 9.1. The Vendor shall provide the necessary equipment to process all incoming material in accordance with the specifications of this Agreement and all agency rules related to processing material including, but not limited to, Chapter 62-709, F.A.C. The Vendor shall provide site equipment sufficient to maintain, sort, move, and stockpile yard waste, mulch, and screened material in the process area.
- 9.2. **Minimum Required Equipment:**
  - 9.2.1. One (1) Grinding/mulching equipment with a minimum processing rate of 250 cubic yards per hour.
    - 9.2.1.1. The Vendor shall ensure that the grinding equipment is moved around the horticulture pad to process the material.
    - 9.2.1.2. Each time the grinding equipment is moved off-site, around the 7-acre horticulture pad, or stored for any length of time on-site while inoperable, the Vendor shall record the date and a description of the move to maintain documentation of its non-road, non-stationary source status as to not affect the Facility's Title V Air Operation Permit. The Vendor shall include these records with the monthly report to be submitted to the County, as described elsewhere in this Agreement.
    - 9.2.1.3. If the equipment needs to operate at a single physical location for more than 12 months, the Vendor shall request approval from the County as soon as possible, but no later than the date that the end of the 12 month period occurs.
  - 9.2.2. Two (2) front-end loaders for loading franchise haulers' and private customers' vehicles.
  - 9.2.3. One (1) water tanker truck for dust control.
  - 9.2.4. Sufficient Tractor-trailer (s) with 100 cubic yard walking floor trallers.
  - 9.2.5. Support equipment including spare parts, tools, chain saws, etc.
- 9.3. **Preventive Maintenance and Repair:**

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- 9.3.1. The Vendor is responsible for all repair and maintenance of Vendor(s) equipment. The Vendor shall perform preventive maintenance on his equipment to ensure operations are in conformance with the specifications of this Agreement and all applicable regulations.
- 9.3.2. Maintenance shall be schedule to minimize breakdowns that may cause pollutants such as oil or other equipment fluids to discharge to the ground and possibly enter ground water and/or the storm water system. The Vendor shall monitor all equipment and vehicles for leaks and receive regular preventive maintenance to reduce the chance of leakage.
- 9.3.3. The Vendor shall not perform any equipment maintenance or washing at the work area unless incidental.
- 9.4. Emergency Back-up:
  - 9.4.1. The Vendor shall have access to equivalent back-up equipment necessary to continue with its operations in accordance with this Agreement and Chapter 62-709, F.A.C. The Vendor shall be responsible for all costs incurred as a result of equipment breakdown, including the rental of any back-up equipment. Required back-up equipment and timeline includes:
    - 9.4.1.1. One (1) front loader or rental loader within 24 hours of breakdown.
    - 9.4.1.2. One (1) tub grinder or equivalent within 72 hours of breakdown.
    - 9.4.1.3. One (1) water truck within 24 hours of breakdown.
  - 9.4.2. The County may assess an administration charge per day for failure to provide back-up equipment in a timely manner.

**10. PERSONNEL**

- 10.1. Minimum Personnel: The Vendor shall provide sufficient personnel to receive and inspect material from the County's franchise hauling Vendors and private haulers at all times that material is delivered to the work area. Personnel shall be sufficient to detect and segregate unauthorized and prohibited material including, but not limited to, non-horticultural waste and potentially hazardous or Class I solid waste that is received from incoming trucks/vehicles, and to remove any plastic bags/debris that might affect the quality of the processed material. A minimum of one trained spotter shall be on duty at all times that yard waste is received and/or franchise haulers and private haulers are present at the site to inspect the incoming material and identify and remove unauthorized wastes and direct traffic on-site.
- 10.2. Qualifications of Personnel: Vendor shall employ qualified personnel to ensure that the site is operated and material is processed in accordance with the regulations of Chapter 62-709, F.A.C.
  - 10.2.1. Personnel shall be knowledgeable of standard site operation, maintenance, and coordination of a yard waste processing/recycling program, at all times. Standards of site operation include, but are not limited to, minimum processing requirements under this Agreement, and detection of prohibited materials.
  - 10.2.2. The supervisor shall be a competent person who shall be fully authorized as the Vendor(s) agent. Acceptable training for all personnel, including the spotter, includes University of Florida TREEO Center training, or equivalent.
  - 10.2.3. Vendor's personnel shall be trained in spill prevention and response procedures including how to properly handle fuel/oils and promptly clean spills using adsorbent materials. Training shall cover:
    - 10.2.3.1. Best management practices and controls

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- 10.2.3.2. Proper handling and storage procedures for significant materials
- 10.2.3.3. Good housekeeping and material management practices

**10.3. Emergency Contacts:**

- 10.3.1. The Vendor shall provide the County with, and maintain, an updated list of emergency contacts, including telephone numbers that shall allow for contact 24 hours, 7 days per week.

**11. YARD WASTE PROCESSING**

- 11.1. General: The Vendor shall assure that all material received is managed in such a manner to maintain a neat, orderly operation, adhering to the minimum requirements for yard waste processing facilities prescribed in, but not limited to, Chapter 62-709, F.A.C., and shall meet or exceed all Federal, State, and Local rules or guidelines for such processing. The Vendor is responsible to stay up to date with all applicable regulations and operate the facility in compliance with such regulations.
- 11.2. Operation: The Vendor shall, at all times, maintain sufficient space available at the work area to receive and unload material, and maintain safe traffic flow through the site.
  - 11.2.1. Current operation of the site includes two working faces; one face to allow unloading from franchise hauler vehicles, and a separate face for manual unloading. A trained spotter is always present in the area to inspect loads and direct traffic flow.
  - 11.2.2. The Vendor shall maintain minimum operation requirements per Chapter 62-709, F.A.C. that include, but are not limited to:
    - 11.2.2.1. Dust and litter control methods
    - 11.2.2.2. Fire protection and control provisions to prevent and contain accidental burning of solid waste, including:
      - 11.2.2.2.1. All-weather access road, at least 20 feet wide, all around the perimeter of the site.
      - 11.2.2.2.2. Minimum 15 feet wide interior access lanes.
      - 11.2.2.2.3. None of the processed or unprocessed material shall be mechanically compacted.
      - 11.2.2.2.4. None of the processed or unprocessed material shall be more than 50 feet from access by motorized firefighting equipment.
    - 11.2.2.3. Operation of the facility in a manner to control vector and objectionable odors in accordance with Chapter 62-296.320(2) F.A.C.
    - 11.2.2.4. Timely processing of the material received at the facility.
  - 11.2.3. The Vendor shall process the yard waste material as delivered to the Vendor by the County's franchised hauling Vendors and other customers. The Vendor is responsible for removing plastic bags and other contaminants that might affect the quality of the material generated.
  - 11.2.4. Inspection: County staff may inspect the site periodically at any time, without prior notice, to ensure operations are in conformance with this Agreement, Chapter 62-709 F.A.C., the Conditions of Certification, and any other applicable operations requirement. If conditions are found to be in violation of any of the above mentioned requirements, see Termination clause of this Agreement.
- 11.3. Processed Materials: Processed material generated by the Vendor will be classified in the following manner:



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- 11.3.1. Compost Feedstock: Delivered to the County for composting activities
- 11.3.2. Distribution Quality: Distributed to County customers and franchise haulers
- 11.3.3. Vendor Material: For marketing or disposal by the Vendor
  
- 11.4. Material Loading: A summary of the estimated material quantities requirements can be seen below. The County reserves the right to modify these quantities at any time.
  - 11.4.1. Compost Feedstock: The Vendor is responsible for loading County vehicles with Compost Feedstock for composting operations. This quantity is estimated to be approximately 35,000 tons per year. The County reserves the right to modify these quantities as the composting operations require it.
  - 11.4.2. Distribution Quality Material: The Vendor is responsible for maintaining Distribution Quality material available for customer distribution, and for loading the material onto customers' vehicles and franchise haulers, without additional cost to the County.
    - 11.4.2.1. The County markets an estimate of 700 cubic yards per year to County customers (or an estimate of 210 tons per year, assuming that 1 cubic yard of mulch material weighs 600 pounds). This number is only an estimate and it shall depend on product demand, therefore the County reserves the right to modify these quantities. The Vendor is responsible for having sufficient Distribution Quality material to satisfy customers' demands.
    - 11.4.2.2. The Vendor is responsible for supplying enough material to the franchise haulers to meet contract requirements as follows: for the City of Fort Myers, approximately, 15 tons per week; for franchise haulers, approximately, 300 cubic yards per week (or an estimate of 90 tons per week). The County currently has a contract with two franchise haulers, however, this number can change at any time. The County reserves the right to modify these quantities at any time, as contracts are renegotiated with the haulers and municipalities.

Type of Material	Estimated Quantity Required
Compost Feedstock	35,000 tons per year
Distribution Quality – Customers	700 cubic yards per year (210 tons per year)
Distribution Quality – Franchise Haulers/Municipalities	City of Fort Myers: 15 tons per week Other Franchise Haulers: 300 cubic yards per week (90 tons per week)

- 11.5. Material Hauling (only under special circumstances)
  - 11.5.1. The Vendor shall have the capacity to deliver Compost Feedstock to the designated facility, in any case that the County hauling vehicles are unable to do so. The Vendor shall deliver the required amount of Compost Feedstock to Lee/Hendry County Regional Solid Waste Disposal Facility (landfill), located in Felda, FL, to be used for composting. The County shall notify the Vendor 72 hours in advance if hauling services are required.
  
- 11.6. Material Marketing or Disposition (Vendor Material)
  - 11.6.1. The Vendor is responsible for marketing or disposing any remaining processed horticulture waste, after the County's material requirements for County used and customer distribution have been met (i.e. Vendor Material). The Vendor shall process and market or dispose the material such that it is removed from the site and reused or disposed of in accordance with all applicable Federal, State and Local regulations including, but not limited to, Chapter 62-709 F.A.C.

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- 11.6.2. Examples for reuse include compost, mulch, fuel, landfill cover amendment, direct land application.
- 11.6.3. Any and all material or debris that is generated by the Vendor and is not used or recycled shall be disposed of at an appropriate facility. Disposal of mulch material cannot be done at the County's Lee/Hendry Landfill nor at the County's Resource Recovery Facility.
- 11.6.4. Storage Limits/Volume/Frequency of Off-Site Disposition: Processed material shall be removed from the facility at a frequency according, but not limited, to Chapter 62-709 F.A.C., without affecting normal operations.

**11.7. Record Keeping and Scale Operation**

- 11.7.1. Incoming/Outgoing Material Weighing: All material entering or leaving the Yard Waste Processing site shall be weighed using the County's Resource Recovery Facility Truck Scales. All material entering the Lee/Hendry Landfill for composting shall be weighed using the landfill's Truck Scales. The County shall maintain truck scale records that show the amount of material delivered to and from the facilities. Such records shall include the hauler's identification, truck number, weight and the franchise area, as applicable.
- 11.7.2. The Vendor shall keep monthly operating records of incoming and outgoing material on site according to Chapter 62-709 and make these records available for inspection by County, State or other local agencies. The County shall provide the Vendor with daily, monthly and yearly scale reports of incoming material, and outgoing Compost Feedstock and Distribution Quality material. The Vendor shall compile a monthly and annual report to be submitted to the County based on the daily truck scale house records. Operating records shall include, at minimum:
  - 11.7.2.1. Quantities of incoming/outgoing material (in tons)
  - 11.7.2.2. Identities of the receivers/end-users of the processed material and quantities for each.
- 11.7.3. The Vendor shall forward all monthly operating records to the County along with the Vendor(s) monthly invoice. Records forwarded to the County shall be formatted on a portable drive or sent via email in an Excel spreadsheet.

**12. SUB-CONTRACTOR**

- 12.1. The Vendor shall not procure services of a sub-contractor unless it is for transportation services only and with prior written County's approval.

**13. EMERGENCY RESPONSE & PREPAREDNESS**

- 13.1. The Vendor shall be on-call 24 hours a day, 7 days a week to respond to site emergencies. The Vendor shall have a competent person available to operate the site including, but not limited to, moving or processing materials as required by emergency responders.
- 13.2. Emergency Response and Preparedness Plan: The Vendor shall be equipped and prepared to operate under emergency situations and shall develop an emergency response and preparedness plan to prepare and respond to natural disasters such as approaching hurricanes, tropical storms, or other emergencies such as fire, fuel spills, and receipt of hazardous waste, etc. The emergency preparedness plan shall be submitted thirty (30) days after the commencement date of this Agreement and shall be accepted by the County. The plan shall include at a minimum:
  - 13.2.1. A list of emergency contacts, including telephone numbers that shall allow for contact 24 hours a day, 7 days per week.
  - 13.2.2. Fire response and prevention
  - 13.2.3. Spill response procedures
  - 13.2.4. Natural disaster preparedness and response including, back-up equipment, personnel, rental agreements, etc.
  - 13.2.5. Site & Equipment Security

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- 13.3. In case of accidents involving the Vendor and County customers, the Vendor is responsible for notifying the County immediately, but in no case later than 24 hours after occurrence.
- 13.4. In case of damages to County property caused by the Vendor, the Vendor is responsible for notifying the County immediately, but in no case later than 24 hours after occurrence. Damages to County property include, but are not limited to, damages to buildings, heavy equipment, fencing, lights, and vehicles.
- 14. SPILL RESPONSE AND PREVENTION**
- 14.1. The Vendor shall clean up all spills immediately upon discovery and shall report spills of toxic or hazardous material immediately to the Solid Waste Division representative, regardless of the size.
- 14.2. The Vendor shall maintain sufficient spill cleanup supplies on site and shall immediately clean oil or other fluid leaks using adsorbent materials maintained on site. Used adsorbents shall be properly bagged and placed with other municipal solid waste and plastic debris in roll-off container.
- 14.3. The Vendor shall install secondary containment on all fuel tanks brought onto the work area. County staff shall inspect the containment provided to determine its effectiveness and the Vendor shall modify as needed until the tank has adequate containment per County's Instructions.
- 15. TRAFFIC CONTROL**
- 15.1. Signage: The Vendor shall provide signage for the specific yard waste processing operational area as required by Chapter 62-709, F.A.C. At a minimum, this includes the name of the operating authority, contact person and 24-hour telephone number in case of emergency. The signs shall also indicate hours of operations.
- 15.2. Interference with Other Traffic: The Vendor shall ensure and provide adequate traffic control to and from the site to prevent interference with other operations on adjacent County property. Traffic control shall include any measures necessary to protect the public using the County's facilities from any safety hazards arising from the yard waste processing and grinding operation.
- 16. LITTER, DUST, ODOR AND VECTOR CONTROL**
- 16.1. The Vendor shall employ methods for litter, dust, odor, and vector control as required by Chapter 62-709 F.A.C. and any other applicable regulations.
- 16.1.1. The Vendor shall collect litter at least once per day, or more often as necessary to maintain orderly and neat site operations.
- 16.1.2. The Vendor shall employ means to control dust on the site and shall make any necessary arrangements with the County if the Vendor wishes to utilize County water supply facilities.
- 16.1.3. The Vendor shall employ means to control objectionable odors in accordance with Chapter 62-296.320(2), F.A.C., including, but not limited to, immediately containerizing putrescible wastes within 48 hours of receipt of such material. The County is responsible for disposing material in roll-off containers.
- 17. OPERATIONS PLAN**
- 17.1. The Vendor shall develop an operations plan to be submitted to the Solid Waste Division representative no later than thirty (30) days after the execution date of this Service Agreement. No work shall commence prior to the County's written acceptance. The operations plan shall provide written instructions for the daily operation and maintenance of the site and equipment. Any revision to the operations plan shall be accepted by the County before the Provider implements any proposed changes. The operations plan shall include at minimum:
- 17.1.1. Designation of persons responsible for operation and maintenance of the site. The plan shall identify all designees in the event that the supervisor is not available on the site for the duration of the site operations on a daily basis.

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- 17.1.2. Contact information for all staff
  - 17.1.3. Proposed equipment and backup provisions.
  - 17.1.4. Communication devices to allow operators/attendants to communicate on site. The County shall provide one (1) two-way radio for communication with the scale house.
  - 17.1.5. Written instructions to haulers and customers detailing site use procedures.
  - 17.1.6. Vehicle traffic control and unloading procedures.
  - 17.1.7. Inspection procedures, number and location of spotters, as necessary, and procedure to be followed if prohibited wastes are discovered.
  - 17.1.8. The orientation and placement of unprocessed and processed materials.
  - 17.1.9. Method and sequence of processing the waste. Procedures shall include wet weather operations and lighting protection.
  - 17.1.10. Acceptable training program or qualifications for all personnel
  - 17.1.11. Litter, dust and odor control procedures
  - 17.1.12. Contingency operations, including reserve or alternate equipment, or alternate waste handling and disposal methods in case of emergency such as a natural disaster or equipment failure or receipt of prohibited materials such as used oil, municipal solid waste, asbestos-containing material, or hazardous or biomedical waste, etc.
  - 17.1.13. Health and Safety Plan, including procedures for ensuring the safety of site users and workers.
- 18. ROAD MAINTENANCE**
- 18.1. The Vendor shall maintain entrance/exit roads to assure orderly traffic flow and to preclude accidents. The Vendor shall maintain the perimeter and internal roads to conform to the site plan contours. The Vendor is responsible for repairing any damages to the asphalt pad or roadways caused by the fault or wrongful actions of the Vendor or its agents.
  - 18.2. The County is responsible for maintaining the asphalt pad due to normal wear and tear, and might interrupt operations from time to time for asphalt repairs or resurface. The County shall work on a schedule with the Vendor as to minimize interruptions to operations.
- 19. SANITARY FACILITIES**
- 19.1. Designated portable sanitary facilities are available on site for the use of Vendor(s) personnel. The Vendor may furnish additional facilities at Vendor(s) option and expense if so desired. A small temporary trailer with only electric service could be placed on site by the Vendor, at the Vendor(s) expense.
- 20. PAYMENT METHOD**
- 20.1. Measurement of payment shall be based on the tonnage of processed material moved out of the Facility based on Lee County's truck scale records.
    - 20.1.1. Compost Feedstock: The Vendor shall be paid based on Lee County's truck scale records of County vehicles arriving at the Landfill with Compost Feedstock.
    - 20.1.2. Distribution Quality: The Vendor shall be paid based on Lee County's truck scale records of customers and haulers leaving the Resource Recovery Facility.
    - 20.1.3. Vendor Material: The Vendor shall be paid based on Lee County's truck scale records of Vendor(s) vehicles leaving the Resource Recovery Facility with material for marketing or disposal.
    - 20.1.4. Hauling of Compost Feedstock: During such occasions that the Vendor is required to haul Compost Feedstock to the Landfill, the Vendor shall be paid based on Lee County's truck scale records of material delivered to the Landfill.
    - 20.1.5. Processing of Other Material: When required to process Other Material (such as material from the C&D Recovery Facility) to a 5" minus specification, the Vendor shall be paid based on Lee County's truck scale records of County vehicles hauling the processed material for disposal.
    - 20.1.6. Emergency operation: The Vendor can include a per hour rate in their bid.

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**20.2. Administrative charges:**

The County may assess an administrative charge if the Provider exceeds the timelines of item iii) or if experiences more than three (3) consecutive days of minimal or no operation due to equipment breakdown. Administrative charges may also be levied for improper and insufficient actions related to any service required by this Agreement including, but not limited to:

20.2.1. The County may assess administrative charges on a monthly basis, at a minimum, and shall, at the end of each month during the term of this Agreement, notify the Provider in writing of the charges assessed and the basis for each assessment.

Performance Standard Violation	Administrative Charges
Failure to begin operations within 2 weeks after County's notification	\$1,000 per Day past allowed timeframe
Failure to have trained personnel available during the operation of the Facility	\$500 per Day
Failure to accept yard waste during the scheduled operating hours	\$1,000 per Day
Little or no grinding for three (3) consecutive days	\$1,000 per Day
Failure to meet equipment backup schedule	\$1,000 per Item per Day past allowed timeframe
Failure to haul Compost Feedstock to the Lee/Hendry Landfill after County's notification	\$1,000 per Day past allowed timeframe
Failure to provide monthly operating records along with the monthly invoice	\$500 per Day

**EXHIBIT A  
SPECIFICATIONS OR SCOPE OF SERVICES**



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.leegov.com/procurement](http://www.leegov.com/procurement)

Posted Date: August 29, 2018

Solicitation No.: B180204BAW

Solicitation Name: Yard Waste Processing, Grinding and Marketing

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.	How is the pricing set up if we need to help out with the home; I didn't see the pricing?
Answer	<b>If the County requests assistance for hauling compost to the County Compost Facility: Section 20.1.4- The Vendor shall be paid based on the County's truck scale records of material delivered to the landfill. The hauling fee for delivering compost to landfill/compost operations should be based on a per ton rate for delivery. Unit Cost for this service will be item # 4 on the Bid/Proposal Form.</b>
2.	The emergency operation, that is an hourly rate, can you explain a little bit more about this. Is that having the orders out there, the manager out there, the whole grinding crew out there. What is an emergency hourly operation?
Answer	<b>Emergency hourly operations include preparedness and response to natural disasters, fires, spills, etc. Vendors should include an hourly rate for all resources that would be used to prepare and respond to emergencies.</b>
3.	For emergency operations an hourly rate on the labors, the loaders, the grinders, the manager, and the spotters is requested? It's a lump sum number?
Answer	<b>The hourly rate proposed by each Vendor shall encompass all services and personnel necessary to accommodate Emergency Operations and Response needs as described within the scope of work found on page 23 article 13. This rate shall include labor, personnel, equipment, etc. as necessary to provide adequate services to the County.</b>

**EXHIBIT A  
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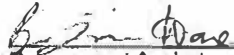
4.	So everything else is tonnage, but then you switchover in an emergency situation where you're grinding, loaders, performing the emergency service, strictly at the facility on Buckingham Rd. nowhere else it's just right there?
Answer	Normal operations are based on tonnage. Emergency situations, for example, in an event of a fire, a vendor would have staff operating equipment in conjunction with first responders. Compensation for this event would be based on an hourly rate.
5.	So there's 35,000 (and these are just approximates) 35,000 tons that's going to go to the compost facility out here, and that's 2 inch minus. But you have 79,330 that is vendor material, now what size material does that stuff need to be ground? Is that 2 inch minus, or since the vendor will be marketing that and it's approximately, you know 80,000 tons, does that need to be at the vendor discursion?
Answer	Section 7 Specification of Mulched Material- The vendor shall produce a 2" minus or 5" minus mulch material as directed by Solid Waste Division representative. The County will determine its needs for mulch, which will be a 2" minus material. Additional mulch may be ground to a 5" specification with County approval. Final product of ground mulch must be stored separately in a pile of 2" minus and 5" minus.
6.	The processing of other materials, it talks about potentially telephone poles, that would be ground up over there and the Lec County trucks would, it didn't talk about the other materials being hauled by the vendor?
Answer	Request for processing other materials is for grinding services only. The County will haul other materials.
7.	Regarding the separation of plastic, at the facility, they have a surface sort of scatter out with the loader. The laborers are not actually ripping the bags open and dumping the materials out of the bag.
Answer	No. Bags are not currently ripped open. It is at the vendor's discretion on how they choose to handle and separate bagged and other material that may be present in the yard waste stream. The vendor is responsible for producing a "clean product".
8.	Regarding labor/personnel is temporary labor acceptable or must all personnel be employees of awarded company?
Answer	For cleaning material use of temporary labor or hired personnel is at the vendors' discretion. Vendors may hire temporary labor or have their own personnel. Vendor shall maintain at all times compliance with Section 10 personnel which requires qualified trained personnel to be onsite to operate the facility and make operational decisions in accordance with regulations of Chapter 62-709, F.A.C.

**EXHIBIT A  
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9.	The current contract provide for services to be paid by a per yard rate which is to switch to a per ton rate with this contract. If materials are currently on site how are we going to know the rate?
Answer	Vendors will be compensated on a per ton basis leaving the facility. If material is stored onsite when the new vendor takes over they will be compensated by the new per ton rate.
10.	Regarding the plastic that's pulled out, it goes into the 30yd box, 20yd box: are we going to be responsible for hauling that out or is this the responsibility of the County?
Answer	Lee County will provide roll-off containers, haul bagged or other material, and pay for disposal.
11.	Bids are due on September the 5th by 2:30pm, and then the package states that approx. two weeks after the County has made a commitment to the vendor to be ready to engage to get started. What do you think the timeline is from September the 5th to time the County is going to make their decision?
Answer	All bids are due on 9/5/2018 by 2:30pm. After the bid opening, the County will complete its due diligence and post a Notice of Intended Decision on the Lee County Procurement website. A Notice to Proceed will be issued following Board approval. The County currently anticipates Board approval in December. This timeline is estimated and subject to change at the County's discretion and need.
12.	We would like to request a copy of the current vendor in place, over the Yard Waste Processing / Grinding contract, last awarded for the upcoming BID # B180204BAW Yard Waste Processing, Grinding and Marketing for Lee County.
Answer	Current awarded vendor and contract details may be download from the Lee County Procurement Annuals Webpage. The link to the webpage is as follows: <a href="https://www.lee.gov/procurement/awarded-annual-contracts/downloads?fid=3949&amp;fn=Project2013-10-17T17_48_57.xml">https://www.lee.gov/procurement/awarded-annual-contracts/downloads?fid=3949&amp;fn=Project2013-10-17T17_48_57.xml</a>

**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.**

  
 Procurement Analyst  
 Lee County Procurement Management



**EXHIBIT B****FEE SCHEDULE**

<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>
<b>Compost Feedstock</b>	<b>Ton</b>	<b>\$12.97</b>
<b>Distribution Quality Material</b>	<b>Ton</b>	<b>\$12.97</b>
<b>Vendor Material</b>	<b>Ton</b>	<b>\$29.22</b>
<b>Hauling of Compost Feedstock</b>	<b>Ton</b>	<b>\$10.00</b>
<b>Processing of Other Material</b>	<b>Ton</b>	<b>\$15.00</b>
<b>Emergency Operation</b>	<b>Hour</b>	<b>\$1,500.00</b>

## EXHIBIT C

### INSURANCE REQUIREMENTS



#### Standard Insurance Requirements

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's 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, and contractual liability exposures with minimum limits of:

\$500,000 per occurrence  
\$1,000,000 general aggregate  
\$500,000 products and completed operations  
\$500,000 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:

\$500,000 combined single limit (CSL) or  
\$300,000 bodily injury per person  
\$500,000 bodily injury per accident  
\$300,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, 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:

\$100,000 per accident  
\$100,000 disease limit  
\$500,000 disease – policy limit

*\*The required minimum limit of liability shown in a., b., and c. 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."*

**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. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.
3. Place the project name and number in the Description of Operations box.
4. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best’s Financial Strength Rating of B+ Class VII or better.