



BOARD OF COUNTY COMMISSIONERS

Procurement Management Division  
1500 Monroe Street, 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
(239) 533-8881

**NOTICE TO PROCEED**  
**Professional Services**

John E. Manning  
District One

Cecil L. Pendergrass  
District Two

Larry Kiker  
District Three

Brian Hamman  
District Four

Frank Mann  
District Five

Roger Desjarlais  
County Manager

Richard Wm. Wesch  
County Attorney

Donna Marie Collins  
Hearing Examiner

TO: Prolime Corporation

DATE: April 10, 2017

PROJECT: ITB-160478/AB Olga WTP Alum Residuals Disposal - 7693

Dear Mr. Robert V. Rogers:

You are hereby notified to commence work in accordance with the Agreement dated March 1, 2017. Substantially complete the work within 60 consecutive calendar days. The date of **Substantial Completion of all work is April 30, 2017**. Final completion shall be 15 consecutive calendar days after substantial completion. The **final completion date is therefore May 15, 2017**.


Acceptance of Notice:

Receipt of the above Notice to Proceed is hereby acknowledged:

**Prime Vendor:**

**Lee County:**

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Procurement Management Director  
Title

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

**AGREEMENT FOR  
Olga WTP Alum Residuals Disposal**

**THIS AGREEMENT** ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Prolime Corporation, authorized to do business in the State of Florida, 58610 Van Dyke Washington, MI 48094, and whose Federal tax identification number is 38-2909854, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase hauling and disposal of alum residuals from the Vendor in connection with "Olga WTP Alum Residuals Disposal" (the "Purchase"); and,

**WHEREAS**, the County issued a solicitation, ITB160478/AB on 8/5/2016; 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 10/26/2016 DOCUMENT WAS SIGNED BY PROCUREMENT; 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 in accordance with the Project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of ITB160478/AB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

**II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for one (1) year with the option to renew this contract for up to three (3) additional (1) one year periods.

- 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 ITB160478/AB, 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 nonappropriation 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 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, §218.70, et seq. F.S., 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 address indicated on the purchase order 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.

#### **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 §119.0701, F.S., 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) provide the public with access to public records on the same terms and conditions that the County would provide the records and 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, <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. COUNTYSHIP 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 cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable 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 claim or dispute including, but not limited to, actual period 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 XI. 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 Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that 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 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.
- E. 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.
- F. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. 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:		County's Representatives:	
Name:		Names:	Roger Desjarlais      Mary Tucker
Title:		Titles:	County Manager      Director of Procurement Management
Address:		Address:	P.O. Box 398 Fort Myers, FL 33902
Telephone:		Telephone:	239-533-2221      239-533-8881
Facsimile:		Facsimile:	239-485-2262      239-485-8383
E-mail:		E-Mail:	<a href="mailto:rdesjarlais@leegov.com">rdesjarlais@leegov.com</a> <a href="mailto:mtucker@leegov.com">mtucker@leegov.com</a>

- H. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- I. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- J. 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. ITB160478/AB
  4. Vendor's Submittal in Response to ITB160478/AB

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

WITNESS:

Signed By: *Carol A. Hurley*  
Print Name: CAROL A. HURLEY

**Prolime Corp.**

Signed By: *Robert V. Rogers*  
Print Name: ROBERT V. ROGERS  
Title: PRESIDENT  
Date: 1/24/2017

**LEE COUNTY**

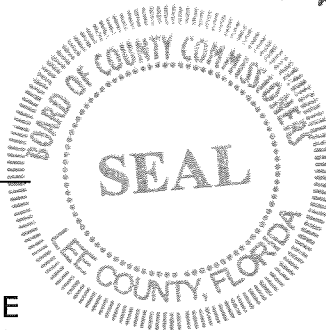
BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: *John Manning*  
CHAIR

DATE: 3/1/17

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: *Michelle Miller*  
DEPUTY CLERK



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

BY: *[Signature]*  
OFFICE OF THE COUNTY ATTORNEY

## **EXHIBIT A SCOPE OF SERVICES**

The Vendor shall provide removal, hauling and disposal of alum residuals from Lagoons One through Four at the Olga Water Treatment Plant (WTP) on an as-needed basis as determined at the sole discretion of the County. The Vendor shall remove all alum residual material from the four lagoons to the original pond bottom elevation. The Vendor shall restore the lagoons to the original grades and dimensions. 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.

### **WORK TO INCLUDE**

As part of this Scope of Work, the Vendor shall complete the following specific tasks each time the County directs the Vendor to remove alum residuals from a lagoon at the Olga WTP.

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.
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 ponds bottom and the final disposal has been approved by FDEP. County disposal plan (attached hereto and incorporated herein as Attachment 1 to Exhibit A)
3. All material removed from the lagoons must be disposed of offsite and in accordance with the approved FDEP disposal plan and with all federal, state and local rules and regulations. The Vendor shall be solely responsible for the complete removal of Alum residuals from the lagoon as well as proper disposal off site in accordance with the FDEP approved disposal plan.
4. Placement of residuals upon any land surface shall be done in a manner that does not impact wetlands or to be placed into wetlands or cause immersions or degradation to air quality or be discharged into any waters, including ground water, or otherwise enter the environment such that a threat of contamination in excess of water quality standards and criteria or air quality standards is caused, or a significant threat to public health is caused.
5. Clearing/grubbing, removal and offsite disposal of vegetation located in the lagoon, on the berms or side slopes.

**EXHIBIT A**  
**SCOPE OF SERVICES**

6. Protection of all existing equipment, piping, structures, and other appurtenances located in and around the lagoon.
7. 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 will be seeded for stabilization. Vendor will be responsible for an acceptable stand of grass upon project completion.
8. Dewatering as necessary to complete the work. If dewatering is performed other than discharging to an adjacent lagoon, proper approval and/or permitting shall be obtained from the proper agency.
9. Complete repair and restoration of all areas disturbed or damaged by removal activities. Areas shall be restored to pre-construction conditions at a minimum unless otherwise specified herein.
10. Maintaining the work area and site in a clean and acceptable manner.
11. 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.
12. Protection of finished and unfinished work.
13. Provide and maintain erosion and sediment controls around the work area.
14. 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.

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 County approved disposal plans.

Implied and Normally Required Work: It is the intent of the specifications included in this Scope of Services 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 the 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 the specifications are considered to be included in the work and included in the Vendor's bid, even though these appurtenances may not be specifically called for in these specifications.

## **EXHIBIT A SCOPE OF SERVICES**

### **VENDOR'S USE OF SITE**

In addition to the requirements of this Scope of Services and the General Conditions of ITB160478/AB, the Vendor will be responsible for the following:

1. County occupancy and access to operate existing facilities.
2. Coordination of site use with the County.
3. Responsibility for protection and safekeeping of equipment and products under this Agreement.
4. The Vendor shall submit a Site Utilization Plan for review and approval by the project manager prior to commencement of the project.
5. County will occupy premises during entire period of removal process in order to maintain normal operations. Vendor must 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.

### **VENDOR'S RESPONSIBILITY**

Starting Work: Start work within five (5) calendar days following the date stated in the Notice to Proceed 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 Contract. At all times, schedule and direct the work so that it provides an orderly progression to completion within the specified time for completion.

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.

Vendor is responsible for locating and protection all existing utility lines within the lagoon and adjacent to the active work zone.

All material removed from the lagoons will 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 Contract.

**EXHIBIT A**  
**SCOPE OF SERVICES**

The pond banks and top berm shall be graded smooth around the entire perimeter of the lagoon to the slopes and elevations and to an acceptable smoothness as to accommodate lawn maintenance by riding lawn mowers. Vendor shall sod the berm to establish a solid stand of grass within 45 days.

**LEE COUNTY UTILITIES RESPONSIBILITIES**

The County shall provide to the Vendor laboratory analysis as required for alum residuals generated at the facility during the term of the Agreement. A laboratory analysis will be provided each time a residual holding lagoon is cleaned.

## **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.

Lagoon #1: \$56,640.00  
Lagoon #2: \$56,640.00  
Lagoon #3: \$56,640.00  
Lagoon #4: \$37,760.00

These rates are inclusive of all labor, equipment, supplies, and all other costs resulting from the work required as provided in Exhibit A Scope of Services.

Progress payments shall be made in accordance with **Section IV Method of Payment**. However, the County may retain 10% of the progress payments until 50% completion is reached. After 50% completion of services, the County may retain 5% from each subsequent progress payment made to the Vendor until substantial completion is reached.

Substantial completion will be reached when all materials from each pond excavation have been disposed of in accordance with the County approved disposal plan; if land application is the means of disposal, Substantial completion will be reached when all material is incorporated into the soil, as verified by the County and FDEP representatives.

Final completion shall be determined upon pond restoration work as specified in the contract language, sloping, compaction, and sodding of affected areas and equipment demobilization.



## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent Vendors, 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 Countys, 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."

## **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 Vendor to insure that all subVendors comply with all insurance requirements.

**PERFORMANCE AND PAYMENT BOND**  
**PUBLIC CONSTRUCTION BOND**

**Bond No. 929640379**

Page 1 of 2

By this bond, we **Prolime Corporation** as Principal and **Western Surety Company**, as Surety, are bound to Lee County Board of County Commissioners, herein called Owner, in the sum of **\$207,608.00**, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally are liable  
**THE CONDITION OF THIS BOND IS** that is Principal:

1. Performs this contract dated \_\_\_\_\_, 2\_\_\_\_\_, between Principal and Owner for the **Olga WTP Alum Residuals Disposal**, REP # **ITB-160478/AB**, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract, and;
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1) Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract, and;
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contract, and;
4. Performs the guarantee of work and materials furnished under this contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes do not affect Surety's obligation under this bond.

**Prolime Corporation**

DATED THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2\_\_\_\_

By:  Principal  
Address: **58640 Van Dyke, Washington, MI 48094**

STATE OF Michigan

COUNTY OF Macomb

The foregoing instrument was acknowledged before me this 16th day of January 2017 by Robert V. Rogers Pres (name and title of corporate officer) of Prolime Corp (name of corporation), a Michigan (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

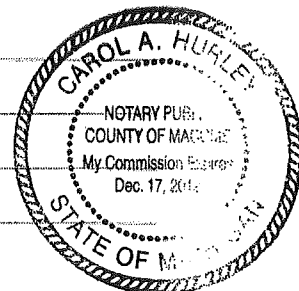
Signature line for notary public Carol A. Hurley

Name of notary typed, printed, or stamped CAROL A. HURLEY

Title or rank \_\_\_\_\_

Serial number if any \_\_\_\_\_

My Commission Expires: 12/17/2019



DAY

**Western Surety Company**

*Surety*

By:

*John L Budde*  
**Attorney-in-Fact for Surety John L Budde**

Address: **One Towne Square, Suite 1075**

**Southfield, MI 48076**

DATED THIS

OF , 2

STATE OF **Michigan**

COUNTY OF **Oakland**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by **JOHN L. BUDDE, ATTORNEY-IN-FACT** (name and title of corporate officer) of **WESTERN SURETY CO.** (name of corporation), a **SOUTH DAKOTA** (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

Signature line for notary public

Name of notary typed, printed, or stamped

**THERESA L. YOUNG**

Title or rank

**Notary Public, Oakland County, MI  
My Commission Expires Feb. 10, 2017**

Serial number if any

My Commission Expires:

**2-10-2017**

Contractor is required to execute and deliver the original copy of this bond to the Lee County Board of County Commissioners and is required to record a copy of the bond in the Public Records of Lee County.

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Steven K Brandon, T J Griffin, William A Pirret, John L Budde, Terence J Griffin, Susan L Small, Patrick Williams, Individually**

of Farmington Hills, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

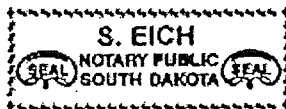
State of South Dakota  
County of Minnehaha

} ss

On this 25th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> VTC Insurance Group Farmington Hills Office 37000 Grand River Ave. Ste 150 Farmington Hills MI 48335	<b>CONTACT NAME:</b> Marlene Miller <b>PHONE (A/C, No, Ext):</b> (248) 888-0371 <b>FAX (A/C, No):</b> (248) 471-0641 <b>E-MAIL ADDRESS:</b> mmiller@gswins.com																					
<b>INSURED</b> Prolime Corporation 58610 Van Dyke Washington MI 48094	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A</td><td>Amerisure Mutual Insurance Co.</td><td>23396</td></tr><tr><td>INSURER B</td><td>Continental Casualty Co</td><td>20443</td></tr><tr><td>INSURER C</td><td></td><td></td></tr><tr><td>INSURER D</td><td></td><td></td></tr><tr><td>INSURER E</td><td></td><td></td></tr><tr><td>INSURER F</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Amerisure Mutual Insurance Co.	23396	INSURER B	Continental Casualty Co	20443	INSURER C			INSURER D			INSURER E			INSURER F		
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**COVERAGES**

CERTIFICATE NUMBER: 2016 Liability/Auto/umb

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CP210214300	7/21/2016	7/21/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	\$																				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA210214200	7/21/2016	7/21/2017	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Uninsured motorist combined</td><td>\$ 1,000,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Uninsured motorist combined	\$ 1,000,000				
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A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU210214400	7/21/2016	7/21/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	AGGREGATE	\$ 2,000,000		\$								
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AGGREGATE	\$ 2,000,000																				
	\$																				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC210214100	7/21/2016	7/21/2017	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																					
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
B	Inland Marine			287285560	7/21/2016	7/21/2017	<table border="1"><tr><td>Leased/Rented Equipment</td><td>\$500,000</td></tr></table>	Leased/Rented Equipment	\$500,000												
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Olga WTP Alum Residuals Disposal

Where required by written contract, Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are Additional Insured on the General Liability policy with respect to liability arising out of ongoing and completed operations performed by the named insured.

**CERTIFICATE HOLDER****CANCELLATION**

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, FL 33902

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Provo/MEAA

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## Additional Named Insureds

### Other Named Insureds

Captiva Pond LLC L07000081664	LLC, Additional Named Insured
Horizon 880, LLC 46-3142511	Limited Liability Company, Additional Named Insured
Jerusalem Road, LLC	Limited Liability Company, Additional Named Insured
Pine View Mining & Development LLC #38-3538411	Limited liability company, Additional Named Insured
Prolime Properties, LLC	Limited Liability Company, Additional Named Insured
Prolime Services, LLC	Limited Liability Company, Additional Named Insured
R And C Management, LLC 26-4347989	Limited Liability Company, Additional Named Insured
Robert V. Rogers	Individual, Additional Named Insured
South Street LLC	Limited Liability Company, Additional Named Insured
Trail-Side LLC 45-5151130	Limited Liability Company, Additional Named Insured