

B240104KCW
Rock, Aggregate, Screenings, Sand, and Other Related Materials -Annual
Nickale, Corp.

E1 Contract # N/A-PO

**AGREEMENT FOR ROCK, AGGREGATE, SCREENINGS, SAND, AND OTHER
RELATED MATERIALS -ANNUAL**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Nickale, Corp., a Florida corporation, whose address is 7886 Bucks Run Dr., Naples, FL 34120, and whose federal tax identification number is 47-5217048 hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase Rock, Aggregate, Screenings, Sand, and Other Related Materials from the Vendor in connection with "Rock, Aggregate, Screenings, Sand, and Other Related Materials -Annual" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B240104KCW on January 12, 2024 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on March 06, 2024; 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 Scope of Work and Specifications Section and Special Conditions of B240104KCW, a copy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B240104KCW, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into the remainder this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue on an as-needed basis for a one (1) year term. Upon the written approval of both the County and the Vendor, There may be an option to renew this agreement for up to three (3), additional, one (1) year terms. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all-inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-

contracts 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. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Brian C. Mayberry
Title: President
Address: 7886 Bucks Run Dr.
Naples, FL 34120
Telephone: 239-287-3463
Facsimile: _____
Email: Brian@Nickale.com

County's Representative

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

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

[The remainder of this page is intentionally left blank.]

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

WITNESS:

NICKALE, CORP.

Signed By: *Brian Mayberry*
Print Name: Brian Mayberry

Signed By: *Viviana Mayberry*
Print Name: Viviana Mayberry
Title: Vice President
Date: April 16, 2024

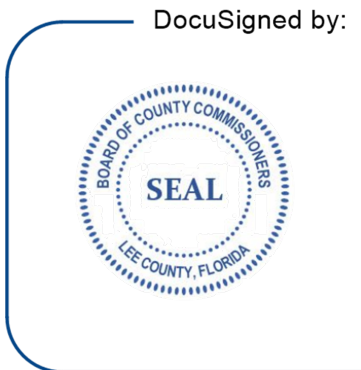
LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

DocuSigned by:
Mike Greenwell
Signed By: AD51A8A2E8F043C...
Print Name: Mike Greenwell
Title: Chair
Date: 6/3/2024 | 1:44 PM EDT

ATTEST:
CLERK OF THE CIRCUIT COURT

DocuSigned by:
Chris Jagodynski
BY: DEEAC59F178B449...
DEPUTY CLERK



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

DocuSigned by:
Robert Holborn
BY: 0709AF6D28494C8...
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners (County) seeks to contract with a qualified Vendor(s) to provide rock, aggregate, base material, sand, rip rap, and other related materials to the County. The materials shall be delivered by the Vendor(s) to a location specified by the County or picked up from the Vendor(s) location.

2. PRODUCT SPECIFICATIONS

- 2.1. The following products shall conform to the size specifications set forth in the Florida DOT Standard Specifications for Road and Bridge Construction, FY 2023-24 found at the following link:

<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>

- 2.2. The Vendor(s) must examine the specifications for the size of the materials to be supplied and agree that all materials quoted shall meet or exceed the specifications. If requested by the County, the Vendor will provide, at no cost to the County, written certification from a qualified testing laboratory or other acceptable source, to verify compliance with the specifications. Products shall conform to FDOT size specifications, but Vendors and plants are not required to be FDOT certified.

2.2.1. Product titles are used for convenience only and are not intended to convey any limitation or generic definition.

- 2.2.1.1. Pea Rock: Pea rock shall be in accordance with FDOT Standard Specifications, section 901, and shall conform to size #89 of the gradation requirements of Table 1 of that section.
- 2.2.1.2. 57 Stone Coarse Aggregate: Stone shall be in accordance with FDOT Standard Specifications, section 901, and shall conform to size #57 of the gradation requirements of Table 1 of that section.
- 2.2.1.3. Lime Rock Base: Base shall be in accordance with FDOT Standard Specifications, section 911. Shell base may not be substituted for lime rock.
- 2.2.1.4. 131 Sand Screenings: Screenings shall be in accordance with FDOT Standard Specifications, section 902-5, and shall conform to the 3/8" sieve size.
- 2.2.1.5. Concrete Sand: Sand shall be in accordance with FDOT Standard Specifications, section 902-3.
- 2.2.1.6. Topdressing Sand: Sand shall be in accordance with FDOT Standard Specifications, section 902-3.
- 2.2.1.7. Beach Sand: Sand shall have a mean grain size of .30 mm - .55 mm.
- 2.2.1.8. 3-6" Rip Rap: Rip Rap shall be in accordance with FDOT Standard Specifications, section 530-2.2.

- 2.2.1.9. 6-12" Rip Rap: Rip Rap shall be in accordance with FDOT Standard Specifications, section 530-2.2.
- 2.2.1.10. 12-24" Rip Rap: Rip Rap shall be in accordance with FDOT Standard Specifications, section 530-2.2.
- 2.2.1.11. 24-36" Rip Rap: Rip Rap shall be in accordance with FDOT Standard Specifications, section 530-2.2.
- 2.2.1.12. Crushed Concrete: Concrete shall have aggregate 2.5" in diameter or less.
- 2.2.1.13. Asphalt Millings: Millings shall be 2" in diameter or less.
- 2.2.1.14. Topsoil: Soil shall consist of friable surface soil reasonably free of grass, roots, weeds, sticks, stones, or other foreign materials. All topsoil shall be suitable for plant growth with a reasonable number of organics.
- 2.2.1.15. Clean Fill: Fill shall be reasonably free of grass, roots, weeds, sticks, stones, or other foreign materials.

3. MATERIAL PICK UP LOCATION

- 3.1. Vendor(s) providing material on the "Material Picked Up" line items must have the material provided from a pit or location within 50 driving miles from the DOT Operations building located at 5560 Zip Dr. Fort Myers, FL 33905. This radius only applies to the material pickup column.
 - 3.1.1. **Within 30 minutes of a request for materials, the Vendor(s) shall provide the Lee County representative with dispatch information including pit name and/or location.**
 - 3.1.1.1. If the Primary Vendor is unable to fulfill the order or meet the timeline required, the Secondary Vendor shall be contacted, followed by the Tertiary, as applicable.
 - 3.1.2. A company representative must be available by phone and email from 7:00 am to 3:00 pm Monday through Friday with an emergency number for after-hours and holiday requests.
- 3.2. Each pick-up ticket shall include the following information:
 - 3.2.1. Description of Item
 - 3.2.2. Unit Price and Total Price
 - 3.2.3. Date of Pick Up
 - 3.2.4. Total Tons Picked Up
 - 3.2.5. Ticket Number
 - 3.2.6. Truck Number
 - 3.2.7. Purchase Order Number

4. DELIVERY REQUIREMENTS

- 4.1. Lee County will pay, as a maximum, only for the established number of tons ordered by the County and which can be legally hauled in accordance with the material weight and gross weight of the vehicle.
- 4.2. Each delivery ticket shall include the following information:
 - 4.2.1. Description of Item
 - 4.2.2. Unit Price and Total Price

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- 4.2.3. Date of Delivery
- 4.2.4. Destination/Zone
- 4.2.5. Total Tons Delivered
- 4.2.6. Ticket Number
- 4.2.7. Truck Number
- 4.2.8. Purchase Order Number

4.3. If Vendor circumstances will result in a later-than-scheduled delivery time, the Vendor shall notify the County's representative at least two hours before the originally scheduled delivery time. Upon receipt of the notification, the County may elect to:

- 4.3.1. Accept a revised delivery time.
- 4.3.2. Cancel the order and order from an alternate Vendor.
- 4.3.3. Reschedule the order.

4.4. In the event the Vendor does not notify the County of a delay within the two-hour pre-delivery time, the County may reject the product at the job site. For any rejected order, the products shall be removed from the job site and transported by the Vendor back to the Vendor's facility at no expense or charge to the County from the Vendor. Any products ordered and retained by the County for any reason, regardless of a late delivery timeframe, shall be paid for by the County and invoiced accordingly.

5. INVOICING

5.1. The Vendor shall include on their invoice the following information:

- 5.1.1. Description of Item
- 5.1.2. Unit Price and Total Price for Item
- 5.1.3. Date of Delivery or Pickup
- 5.1.4. Destination/Zone, if applicable
- 5.1.5. Total Tons Delivered or Picked Up
- 5.1.6. Ticket Number
- 5.1.7. Truck Number
- 5.1.8. Purchase Order Number

5.2. Invoices must be received monthly, in a timely manner. Tickets dated more than one month before the invoice date may not be paid.

End Scope of Work and Specifications Section

SPECIAL CONDITIONS

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

1. TERM

- 1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as-needed basis" for a one-year (1) period. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the Vendor at the time of extension or renewal for three (3), additional one (1) year periods.

2. BASIS OF AWARD

- 2.1. The Basis of Award shall be determined by the *lowest unit price* for each line item on the Bid/Proposal Form of the most responsive, responsible, and qualified Vendor meeting all bid specifications. The County reserves the right to award in its best interest at its sole discretion.
 - 2.1.1 The Short Load Order Fee is optional and shall not be considered as a Basis of Award; however, it will become part of the contracted services of the Vendor.
- 2.2. When awards are made to multiple Vendors, the County reserves the right to assign a status of Primary, Secondary, and/or Tertiary, as applicable per line item. The Primary Vendor will be the first contact. If the Primary is unable to fulfill the need or meet the timeline required the Secondary, followed by the Tertiary, would be the next order of contact, as applicable.
- 2.3. Additionally, the order of the award can be changed due to deficient or non-compliant performance. The County also reserves the right during the Contract term to award the contract to the next ranking compliant bid if it is in the best interest of the county. For additional detailed information, see the "Basis of Award" section.

3. PRICING

- 3.1. Delivered pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, fuel, tolls, materials, and any other incidental costs required to deliver the material. Lee County will not reimburse any tolls incurred by the Vendor to perform services under this agreement.
- 3.2. Picked-up pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, fuel, tolls, materials, and any other incidental costs required to provide material.

4. SHORT LOAD FEE

- 4.1. Lee County intends to purchase materials under this contract by the truckload (approximately 20-22 tons). However, no quantities or work under this contract is guaranteed. A Short Load Fee for delivery orders less than 16 tons or 14 cubic yards, depending on the established unit of measure for each material as indicated on the bid schedule, is requested as an optional line item. This fee shall be assessed as a percentage of the order and shall not exceed 20 percent. Vendors able to provide Short Load deliveries

are requested to include the Short Load Fee on the Bid Schedule. This fee is optional and shall not be considered as a Basis of Award, however, it will become part of the contracted services of the Vendor.

4.1.1. Short Load Order Example Calculation:

Units ordered	(15 tons)
Vendor Bid \$/ unit	(\$18)
Short Load Fee	(10%)
Total Order Fee is	(15 tons x \$18) plus 10% = \$297

5. DELIVERY ZONES

5.1. Delivery within Lee County has been broken up into respective zones under this solicitation. Bid Prices must include the price for **material and all shipping and handling costs, FOB destination.** The site zones within Lee County shall be determined as follows:

5.1.1. Zone 1: North of the Caloosahatchee River (not including areas covered by zones 3-6)

5.1.2. Zone 2: South of the Caloosahatchee River (not including areas covered by zones 3-6)

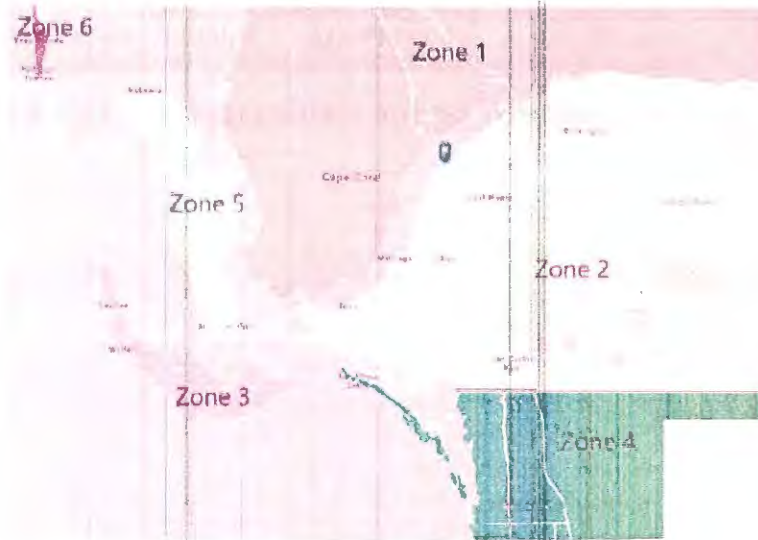
5.1.3. Zone 3: Sanibel Island and Captiva Island

5.1.4. Zone 4: Bonita Springs, Estero, and Fort Myers Beach

5.1.5. Zone 5: Pine Island

5.1.6. Zone 6: Boca Grande

* The map provided below is not an official record and must not be interpreted as a 100% accurate representation of the geography of Lee County.



End Special Conditions Section



Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.lcegov.com/procurement

Posted Date: January 23, 2024

Solicitation No.: B240104KCW

Solicitation Name: ROCK, AGGREGATE, SCREENINGS, SAND, AND OTHER RELATED MATERIALS - ANNUAL

Subject: Addendum Number 1

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

1. OPEN DATE / BID DUE DATE EXTENSION NOTICE:

FROM: February 13, 2024, at 2:30 PM

TO: February 19, 2024, at 2:30 PM

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.

Kevin C Walker

Kevin Walker
Procurement Analyst Direct Line: 239-533-8807
Lee County Procurement Management



Procurement Management Department
 2115 Second Street, 1st Floor
 Fort Myers, FL 33901
 Main Line: (239) 533-8881
 Fax Line: (239) 485-8383
www.lee.gov/procurement

Posted Date: January 31, 2024

Solicitation No.: B240104KCW

Solicitation Name: Rock, Aggregate, Screenings, Sand, and Other Related Materials - Annual

Subject: Addendum 2

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

1. ATTACHMENTS: HISTORICAL TOTALS
2. QUESTIONS/ANSWERS

1.	Please provide Historical annual tonnage, per line item and County Zone.
Answer	Historical totals are attached per line as well as per department. The Zone historical data cannot be provided as this is not tracked by the County.
2.	Please provide an estimate of line items/ tonnage required to various zones for the next two years.
Answer	The estimate of each line cannot be provided by zone as this is not tracked within the historical data by the County. Also, it is unknown what locations or projects will need material at this time.
3.	On the materials list the concrete sand says to reference FDOT Standards section 902-3, would that reference be for 902-3.1 or 902-3.2 or 902-3.3?
Answer	This references FDOT Standards sections 902-3.1, 902-3.2, and 902-3.3 due to the various applications.

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.

Kevin C. Walker

Kevin Walker
 Procurement Analyst Direct Line: 239-533-8807
 Lee County Procurement Management



ATTACHMENT
Rock, Aggregate, Screenings, Sand, and Other Related Materials -Annual

HISTORICAL TOTALS				
Item	Description	DOT Historical Tonnage	Utilities Historical Tonnage	Parks & Rec Historical Tonnage
1	Pea Rock 89 Stone	2200	2000	500
1A	Type 57 Stone	7000	2000	700
1B	131 Limerock Screenings	4500	2200	0
1C	Limerock Base	30000	17000	0
1D	Clean Fill	500	100	200
2	Concrete Sand	0	100	0
2A	Top Dressing Sand	0	0	
2B	Beach Sand	0	0	1800
3	3-6" Rip Rap	1200	100	
3A	6-12" Rip Rap	6205	1000	0
3B	12-24" Rip Rap	150	0	0
3C	24-36" Rip Rap	0	0	0
4	Crushed Concrete (2.5" minus)	0	8000	0
5	Asphalt Millings (2" minus)	0	8000	0
6	Top Soil	0	0	100

EXHIBIT B FEE SCHEDULE

The Vendor is either the primary, secondary, or tertiary vendor, as identified in the pricing table, for the line items listed below. If the primary vendor is unable to fulfill the need or meet the timeline required, the County may contact the secondary vendor, and then the tertiary. Products are to be charged in accordance with the unit prices provided below.

		Primary	Secondary	Tertiary
		<i>Local Vendor *</i>	<i>NickAle Corp</i>	
<i>Delivered Materials to Zone 1 (includes materials and delivery)</i>				
Item	Description	Unit of Measure	Unit Price Delivered to Zone 1	
Z1-2.2.1.1	Pea Rock 89 Stone	Ton		
Z1-2.2.1.2	57 Stone Coarse Aggregate	Ton		
Z1-2.2.1.3	Lime Rock Base	Ton		
Z1-2.2.1.4	131 Sand Screenings	Ton		
Z1-2.2.1.5	Concrete Sand	Ton		
Z1-2.2.1.6	Top Dressing Sand	Ton		
Z1-2.2.1.7	Beach Sand	Ton	\$ 32.50	Tertiary
Z1-2.2.1.8	3-6" Rip Rap	Ton		
Z1-2.2.1.9	6-12" Rip Rap	Ton		
Z1-2.2.1.10	12-24" Rip Rap	Ton		
Z1-2.2.1.11	24-36" Rip Rap	Ton		
Z1-2.1.1.12	Crushed Concrete (2.5" diameter or less)	Cubic Yard		
Z1-2.1.1.13	Asphalt Millings (2" diameter or less)	Cubic Yard		
Z1-2.1.1.14	Top Soil	Cubic Yard	\$ 40.60	Secondary
Z1-2.1.1.15	Clean Fill	Cubic Yard		

<i>Delivered Materials to Zone 2 (includes materials and delivery)</i>				NickAle Corp	
Item	Description		Unit of Measure	Unit Price Zone 2	
Z2-2.2.1.1	Pea Rock 89 Stone		Ton		
Z2-2.2.1.2	57 Stone Coarse Aggregate		Ton		
Z2-2.2.1.3	Lime Rock Base		Ton		
Z2-2.2.1.4	131 Sand Screenings		Ton		
Z2-2.2.1.5	Concrete Sand		Ton		
Z2-2.2.1.6	Top Dressing Sand		Ton		
Z2-2.2.1.7	Beach Sand		Ton	\$ 29.75	Tertiary
Z2-2.2.1.8	3-6" Rip Rap		Ton		
Z2-2.2.1.9	6-12" Rip Rap		Ton		
Z2-2.2.1.10	12-24" Rip Rap		Ton		
Z2-2.2.1.11	24-36" Rip Rap		Ton		
Z2-2.2.1.12	Crushed Concrete (2.5" diameter or less)		Cubic Yard		
Z2-2.2.1.13	Asphalt Millings (2" diameter or less)		Cubic Yard		
Z2-2.2.1.14	Top Soil		Cubic Yard	\$ 37.15	Secondary
Z2-2.2.1.15	Clean Fill		Cubic Yard	\$ 33.75	Tertiary

<i>Delivered Materials to Zone 3 (includes materials and delivery)</i>				NickAle Corp	
Item	Description		Unit of Measure	Unit Price Zone 3	
Z3-2.2.1.1	Pea Rock 89 Stone		Ton		
Z3-2.2.1.2	57 Stone Coarse Aggregate		Ton	\$ 53.50	Tertiary
Z3-2.2.1.3	Lime Rock Base		Ton		
Z3-2.2.1.4	131 Sand Screenings		Ton	\$ 34.85	Secondary
Z3-2.2.1.5	Concrete Sand		Ton	\$ 33.40	Primary
Z3-2.2.1.6	Top Dressing Sand		Ton		
Z3-2.2.1.7	Beach Sand		Ton	\$ 30.65	Primary
Z3-2.2.1.8	3-6" Rip Rap		Ton	\$ 78.25	Tertiary
Z3-2.2.1.9	6-12" Rip Rap		Ton	\$ 86.75	Tertiary
Z3-2.2.1.10	12-24" Rip Rap		Ton		
Z3-2.2.1.11	24-36" Rip Rap		Ton		
Z3-2.2.1.12	Crushed Concrete (2.5" diameter or less)		Cubic Yard		
Z3-2.2.1.13	Asphalt Millings (2" diameter or less)		Cubic Yard		
Z3-2.2.1.14	Top Soil		Cubic Yard	\$ 37.95	Primary
Z3-2.2.1.15	Clean Fill		Cubic Yard	\$ 34.50	Tertiary

<i>Delivered Materials to Zone 4 (includes materials and delivery)</i>			NickAle Corp	
Item	Description	Unit of Measure	Unit Price Zone 4	
Z4-2.2.1.1	Pea Rock 89 Stone	Ton		
Z4-2.2.1.2	57 Stone Coarse Aggregate	Ton	\$ 52.85	Tertiary
Z4-2.2.1.3	Lime Rock Base	Ton		
Z4-2.2.1.4	131 Sand Screenings	Ton	\$ 33.95	Tertiary
Z4-2.2.1.5	Concrete Sand	Ton	\$ 32.50	Secondary
Z4-2.2.1.6	Top Dressing Sand	Ton		
Z4-2.2.1.7	Beach Sand	Ton	\$ 29.75	Primary
Z4-2.2.1.8	3-6" Rip Rap	Ton		
Z4-2.2.1.9	6-12" Rip Rap	Ton	\$ 86.20	Tertiary
Z4-2.2.1.10	12-24" Rip Rap	Ton		
Z4-2.2.1.11	24-36" Rip Rap	Ton		
Z4-2.2.1.12	Crushed Concrete (2.5" diameter or less)	Cubic Yard		
Z4-2.2.1.13	Asphalt Millings (2" diameter or less)	Cubic Yard		
Z4-2.2.1.14	Topsoil	Cubic Yard	\$ 37.15	Secondary
Z4-2.2.1.15	Clean Fill	Cubic Yard		

<i>Delivered Materials to Zone 5 (includes materials and delivery)</i>			NickAle Corp	
Item	Description	Unit of Measure	Unit Price Zone 5	
Z5-2.2.1.1	Pea Rock 89 Stone	Ton		
Z5-2.2.1.2	57 Stone Coarse Aggregate	Ton		
Z5-2.2.1.3	Lime Rock Base	Ton		
Z5-2.2.1.4	131 Sand Screenings	Ton		
Z5-2.2.1.5	Concrete Sand	Ton		
Z5-2.2.1.6	Top Dressing Sand	Ton		
Z5-2.2.1.7	Beach Sand	Ton	\$ 35.10	Tertiary
Z5-2.2.1.8	3-6" Rip Rap	Ton		
Z5-2.2.1.9	6-12" Rip Rap	Ton		
Z5-	12-24" Rip Rap	Ton		
Z5-	24-36" Rip Rap	Ton		
Z5-	Crushed Concrete (2.5" diameter or less)	Cubic Yard		
Z5-	Asphalt Millings (2" diameter or less)	Cubic Yard		
Z5-	Topsoil	Cubic Yard	\$ 43.80	Tertiary
Z5-	Clean Fill	Cubic Yard		

<i>Delivered Materials to Zone 6 (includes materials and delivery)</i>				NickAle Corp	
Item	Description	Unit of Measure	Unit Price Zone 6		
Z6-2.2.1.1	Pea Rock 89 Stone	Ton			
Z6-2.2.1.2	57 Stone Coarse Aggregate	Ton			
Z6-2.2.1.3	Lime Rock Base	Ton			
Z6-2.2.1.4	131 Sand Screenings	Ton			
Z6-2.2.1.5	Concrete Sand	Ton			
Z6-2.2.1.6	Top Dressing Sand	Ton			
Z6-2.2.1.7	Beach Sand	Ton			
Z6-2.2.1.8	3-6" Rip Rap	Ton			
Z6-2.2.1.9	6-12" Rip Rap	Ton			
Z6-2.2.1.10	12-24" Rip Rap	Ton			
Z6-2.2.1.11	24-36" Rip Rap	Ton			
Z6-2.2.1.12	Crushed Concrete (2.5" diameter or less)	Cubic Yard			
Z6-2.2.1.13	Asphalt Millings (2" diameter or less)	Cubic Yard			
Z6-2.2.1.14	Topsoil	Cubic Yard			
Z6-2.2.1.15	Clean Fill	Cubic Yard			

<i>Material Picked-up</i>				NickAle Corp	
Item	Description	Unit of Measure	Unit Price Picked Up		
P1-2.2.1.1	Pea Rock 89 Stone	Ton			
P1-2.2.1.2	Type 57 Stone	Ton	\$ 37.00		Tertiary
P1-2.2.1.3	Lime Rock Base	Ton			
P1-2.2.1.4	131 Sand Screenings	Ton	\$ 21.25		Secondary
P1-2.2.1.5	Concrete Sand	Ton			
P1-2.2.1.6	Top Dressing Sand	Ton			
P1-2.2.1.7	Beach Sand	Ton	\$ 17.60		Tertiary
P1-2.2.1.8	3-6" Rip Rap	Ton	\$ 58.90		Tertiary
P1-2.2.1.9	6-12" Rip Rap	Ton	\$ 58.80		Tertiary
P1-2.2.1.10	12-24" Rip Rap	Ton	\$ 117.50		Tertiary
P1-2.2.1.11	24-36" Rip Rap	Ton	\$ 235.50		Tertiary
P1-2.2.1.12	Crushed Concrete (2.5" diameter or less)	Cubic Yard			
P1-2.2.1.13	Asphalt Millings (2" diameter or less)	Cubic Yard			
P1-2.2.1.14	Topsoil	Cubic Yard	\$ 22.00		Primary
P1-2.2.1.15	Clean Fill	Cubic Yard	\$ 19.00		Tertiary

SHORT LOAD ORDER FEES (optional and not considered for award)			
Delivery Orders less than 16 tons	(20% maximum)		0.00%
Delivery Orders less than 14 cubic yards	(20% maximum)		0.00%

EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL); or
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease + policy limit

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



Lee County
Southwest Florida

Lee County Insurance Requirements

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. Under the Description of Operations, the following must read as listed:

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

- b. The certificate holder must read as follows:

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

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

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



VENDOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 04.16.24

[Signature]
Signature
Viviana Mayberry / Vice President
Name/Title

STATE OF FL
COUNTY OF Collier

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 16th day of April, 2024, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: FIDL
Type of Identification



[Signature]
Signature, Notary Public



II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue on an as-needed basis for a one (1) year term. Upon the written approval of both the County and the Vendor, There may be an option to renew this agreement for up to three (3), additional, one (1) year terms. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all-inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

B240104KCW
Rock, Aggregate, Screenings, Sand, and Other Related Materials -Annual
Nickale, Corp.

E1 Contract # N/A-PO

**AGREEMENT FOR ROCK, AGGREGATE, SCREENINGS, SAND, AND OTHER
RELATED MATERIALS -ANNUAL**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Nickale, Corp., a Florida corporation, whose address is 7886 Bucks Run Dr., Naples, FL 34120, and whose federal tax identification number is 47-5217048 hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase Rock, Aggregate, Screenings, Sand, and Other Related Materials from the Vendor in connection with "Rock, Aggregate, Screenings, Sand, and Other Related Materials -Annual" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B240104KCW on January 12, 2024 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on March 06, 2024; 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 Scope of Work and Specifications Section and Special Conditions of B240104KCW, a copy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B240104KCW, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into the remainder this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

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.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

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.

contracts 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.

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

WITNESS:

NICKALE, CORP.

Signed By: 

Signed By: 

Print Name: Brian Mayberry

Print Name: Viviana Mayberry

Title: Vice President

Date: April 16, 2024

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

Signed By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

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

BY: _____
OFFICE OF THE COUNTY ATTORNEY

H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday

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

Vendor's Representative

County's Representative

Name: Brian C. Mayberry
Title: President

Address: 7886 Bucks Run Dr.
Naples, FL 34120
Telephone: 239-287-3463
Facsimile: _____
Email: Brian@Nickale.com

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

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

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

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

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

[The remainder of this page is intentionally left blank.]

- 2.2.1.9. 6-12", Rip Rap: Rip Rap shall be in accordance with FDOT Standard Specifications, section 530-2.2.
- 2.2.1.10. 12-24", Rip Rap: Rip Rap shall be in accordance with FDOT Standard Specifications, section 530-2.2.
- 2.2.1.11. 24-36", Rip Rap: Rip Rap shall be in accordance with FDOT Standard Specifications, section 530-2.2.
- 2.2.1.12. Crushed Concrete: Concrete shall have aggregate 2.5" in diameter or less.
- 2.2.1.13. Asphalt Millings: Millings shall be 2" in diameter or less.
- 2.2.1.14. Topsoil: Soil shall consist of friable surface soil reasonably free of grass, roots, weeds, sticks, stones, or other foreign materials. All topsoil shall be suitable for plant growth with a reasonable number of organics.
- 2.2.1.15. Clean Fill: Fill shall be reasonably free of grass, roots, weeds, sticks, stones, or other foreign materials.

3. MATERIAL PICK UP LOCATION

- 3.1. Vendor(s) providing material on the "Material Picked Up" line items must have the material provided from a pit or location within 50 driving miles from the DOT Operations building located at 5560 Zip Dr. Fort Myers, FL 33905. This radius only applies to the material pickup column.
 - 3.1.1. **Within 30 minutes of a request for materials, the Vendor(s) shall provide the Lee County representative with dispatch information including pit name and/or location.**
 - 3.1.1.1. If the Primary Vendor is unable to fulfill the order or meet the timeline required, the Secondary Vendor shall be contacted, followed by the Tertiary, as applicable.
 - 3.1.2. A company representative must be available by phone and email from 7:00 am to 3:00 pm Monday through Friday with an emergency number for after-hours and holiday requests.
- 3.2. Each pick-up ticket shall include the following information:
 - 3.2.1. Description of Item
 - 3.2.2. Unit Price and Total Price
 - 3.2.3. Date of Pick Up
 - 3.2.4. Total Tons Picked Up
 - 3.2.5. Ticket Number
 - 3.2.6. Truck Number
 - 3.2.7. Purchase Order Number

4. DELIVERY REQUIREMENTS

- 4.1. Lee County will pay, as a maximum, only for the established number of tons ordered by the County and which can be legally hauled in accordance with the material weight and gross weight of the vehicle.
- 4.2. Each delivery ticket shall include the following information:
 - 4.2.1. Description of Item
 - 4.2.2. Unit Price and Total Price

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

1.1. The Lee County Board of County Commissioners (County) seeks to contract with a qualified Vendor(s) to provide rock, aggregate, base material, sand, rip rap, and other related materials to the County. The materials shall be delivered by the Vendor(s) to a location specified by the County or picked up from the Vendor(s) location.

2. PRODUCT SPECIFICATIONS

2.1. The following products shall conform to the size specifications set forth in the Florida DOT Standard Specifications for Road and Bridge Construction, FY 2023-24 found at the following link:

<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>

2.2. The Vendor(s) must examine the specifications for the size of the materials to be supplied and agree that all materials quoted shall meet or exceed the specifications. If requested by the County, the Vendor will provide, at no cost to the County, written certification from a qualified testing laboratory or other acceptable source, to verify compliance with the specifications. Products shall conform to FDOT size specifications, but Vendors and plants are not required to be FDOT certified.

2.2.1. Product titles are used for convenience only and are not intended to convey any limitation or generic definition.

2.2.1.1. Pea Rock: Pea rock shall be in accordance with FDOT Standard Specifications, section 901, and shall conform to size #89 of the gradation requirements of Table 1 of that section.

2.2.1.2. 57 Stone Coarse Aggregate: Stone shall be in accordance with FDOT Standard Specifications, section 901, and shall conform to size #57 of the gradation requirements of Table 1 of that section.

2.2.1.3. Lime Rock Base: Base shall be in accordance with FDOT Standard Specifications, section 911. Shell base may not be substituted for lime rock.

2.2.1.4. 131 Sand Screenings: Screenings shall be in accordance with FDOT Standard Specifications, section 902-5, and shall conform to the 3/8" sieve size.

2.2.1.5. Concrete Sand: Sand shall be in accordance with FDOT Standard Specifications, section 902-3.

2.2.1.6. Topdressing Sand: Sand shall be in accordance with FDOT Standard Specifications, section 902-3.

2.2.1.7. Beach Sand: Sand shall have a mean grain size of .30 mm - .55 mm.

2.2.1.8. 3-6", Rip Rap: Rip Rap shall be in accordance with FDOT Standard Specifications, section 530-2.2.

SPECIAL CONDITIONS

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

1. TERM

- 1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as-needed basis" for a one-year (1) period. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the Vendor at the time of extension or renewal for three (3), additional one (1) year periods.

2. BASIS OF AWARD

- 2.1. The Basis of Award shall be determined by the *lowest unit price* for each line item on the Bid/Proposal Form of the most responsive, responsible, and qualified Vendor meeting all bid specifications. The County reserves the right to award in its best interest at its sole discretion.
 - 2.1.1 The Short Load Order Fee is optional and shall not be considered as a Basis of Award; however, it will become part of the contracted services of the Vendor.
- 2.2. When awards are made to multiple Vendors, the County reserves the right to assign a status of Primary, Secondary, and/or Tertiary, as applicable per line item. The Primary Vendor will be the first contact. If the Primary is unable to fulfill the need or meet the timeline required the Secondary, followed by the Tertiary, would be the next order of contact, as applicable.
- 2.3. Additionally, the order of the award can be changed due to deficient or non-compliant performance. The County also reserves the right during the Contract term to award the contract to the next ranking compliant bid if it is in the best interest of the county. For additional detailed information, see the "Basis of Award" section.

3. PRICING

- 3.1. Delivered pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, fuel, tolls, materials, and any other incidental costs required to deliver the material. Lee County will not reimburse any tolls incurred by the Vendor to perform services under this agreement.
- 3.2. Picked-up pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, fuel, tolls, materials, and any other incidental costs required to provide material.

4. SHORT LOAD FEE

- 4.1. Lee County intends to purchase materials under this contract by the truckload (approximately 20-22 tons). However, no quantities or work under this contract is guaranteed. A Short Load Fee for delivery orders less than 16 tons or 14 cubic yards, depending on the established unit of measure for each material as indicated on the bid schedule, is requested as an optional line item. This fee shall be assessed as a percentage of the order and shall not exceed 20 percent. Vendors able to provide Short Load deliveries

- 4.2.3. Date of Delivery
- 4.2.4. Destination/Zone
- 4.2.5. Total Tons Delivered
- 4.2.6. Ticket Number
- 4.2.7. Truck Number
- 4.2.8. Purchase Order Number

4.3. If Vendor circumstances will result in a later-than-scheduled delivery time, the Vendor shall notify the County's representative at least two hours before the originally scheduled delivery time. Upon receipt of the notification, the County may elect to:

- 4.3.1. Accept a revised delivery time.
- 4.3.2. Cancel the order and order from an alternate Vendor.
- 4.3.3. Reschedule the order.

4.4. In the event the Vendor does not notify the County of a delay within the two-hour pre-delivery time, the County may reject the product at the job site. For any rejected order, the products shall be removed from the job site and transported by the Vendor back to the Vendor's facility at no expense or charge to the County from the Vendor. Any products ordered and retained by the County for any reason, regardless of a late delivery timeframe, shall be paid for by the County and invoiced accordingly.

5. INVOICING

5.1. The Vendor shall include on their invoice the following information:

- 5.1.1. Description of Item
- 5.1.2. Unit Price and Total Price for Item
- 5.1.3. Date of Delivery or Pickup
- 5.1.4. Destination/Zone, if applicable
- 5.1.5. Total Tons Delivered or Picked Up
- 5.1.6. Ticket Number
- 5.1.7. Truck Number
- 5.1.8. Purchase Order Number

5.2. Invoices must be received monthly, in a timely manner. Tickets dated more than one month before the invoice date may not be paid.

End Scope of Work and Specifications Section



Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.lee.gov/procurement

Posted Date: January 23, 2024

Solicitation No.: B240104KCW

Solicitation Name: ROCK, AGGREGATE, SCREENINGS, SAND, AND OTHER RELATED MATERIALS - ANNUAL

Subject: Addendum Number 1

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

1. OPEN DATE / BID DUE DATE EXTENSION NOTICE:

FROM: February 13, 2024, at 2:30 PM

TO: February 19, 2024, at 2:30 PM

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.

Kevin C Walker

Kevin Walker
Procurement Analyst Direct Line: 239-533-8807
Lee County Procurement Management

are requested to include the Short Load Fee on the Bid Schedule. This fee is optional and shall not be considered as a Basis of Award, however, it will become part of the contracted services of the Vendor.

4.1.1. Short Load Order Example Calculation:

Units ordered	(15 tons)
Vendor Bid \$/ unit	(\$18)
Short Load Fee	(10%)
Total Order Fee is	(15 tons x \$18) plus 10% = \$297

5. DELIVERY ZONES

5.1. Delivery within Lee County has been broken up into respective zones under this solicitation. Bid Prices must include the price for **material and all shipping and handling costs, FOB destination**. The site zones within Lee County shall be determined as follows:

- 5.1.1. Zone 1: North of the Caloosahatchee River (not including areas covered by zones 3-6)
- 5.1.2. Zone 2: South of the Caloosahatchee River (not including areas covered by zones 3-6)
- 5.1.3. Zone 3: Sanibel Island and Captiva Island
- 5.1.4. Zone 4: Bonita Springs, Estero, and Fort Myers Beach
- 5.1.5. Zone 5: Pine Island
- 5.1.6. Zone 6: Boca Grande

* The map provided below is not an official record and must not be interpreted as a 100% accurate representation of the geography of Lee County.



End Special Conditions Section



ATTACHMENT
Rock, Aggregate, Screenings, Sand, and Other Related Materials -Annual

HISTORICAL TOTALS				
Item	Description	DOT Historical Tonnage	Utilities Historical Tonnage	Parks & Rec Historical Tonnage
1	Pea Rock 89 Stone	2200	2000	500
1A	Type 57 Stone	7000	2000	700
1B	131 Limerock Screenings	4500	2200	0
1C	Limerock Base	30000	17000	0
1D	Clean Fill	500	100	200
2	Concrete Sand	0	100	0
2A	Top Dressing Sand	0	0	
2B	Beach Sand	0	0	1800
3	3-6" Rip Rap	1200	100	
3A	6-12" Rip Rap	6205	1000	0
3B	12-24" Rip Rap	150	0	0
3C	24-36" Rip Rap	0	0	0
4	Crushed Concrete (2.5" minus)	0	8000	0
5	Asphalt Millings (2" minus)	0	8000	0
6	Top Soil	0	0	100



Procurement Management Department
 2115 Second Street, 1st Floor
 Fort Myers, FL 33901
 Main Line: (239) 533-8881
 Fax Line: (239) 485-8383
www.lee.gov.com/procurement

Posted Date: January 31, 2024

Solicitation No.: B240104KCW

Solicitation Name: Rock, Aggregate, Screenings, Sand, and Other Related Materials - Annual

Subject: Addendum 2

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

1. ATTACHMENTS: HISTORICAL TOTALS
2. QUESTIONS/ANSWERS

1.	Please provide Historical annual tonnage, per line item and County Zone.
Answer	Historical totals are attached per line as well as per department. The Zone historical data cannot be provided as this is not tracked by the County.
2.	Please provide an estimate of line items/ tonnage required to various zones for the next two years.
Answer	The estimate of each line cannot be provided by zone as this is not tracked within the historical data by the County. Also, it is unknown what locations or projects will need material at this time.
3.	On the materials list the concrete sand says to reference FDOT Standards section 902-3, would that reference be for 902-3.1 or 902-3.2 or 902-3.3?
Answer	This references FDOT Standards sections 902-3.1, 902-3.2, and 902-3.3 due to the various applications.

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.

Kevin C. Walker

Kevin Walker
 Procurement Analyst Direct Line: 239-533-8807
 Lee County Procurement Management

<i>Delivered Materials to Zone 2 (includes materials and delivery)</i>				NickAle Corp	
Item	Description		Unit of Measure	Unit Price Zone 2	
Z2-2.2.1.1	Pea Rock 89 Stone		Ton		
Z2-2.2.1.2	57 Stone Coarse Aggregate		Ton		
Z2-2.2.1.3	Lime Rock Base		Ton		
Z2-2.2.1.4	131 Sand Screenings		Ton		
Z2-2.2.1.5	Concrete Sand		Ton		
Z2-2.2.1.6	Top Dressing Sand		Ton		
Z2-2.2.1.7	Beach Sand		Ton	\$ 29.75	Tertiary
Z2-2.2.1.8	3-6" Rip Rap		Ton		
Z2-2.2.1.9	6-12" Rip Rap		Ton		
Z2-2.2.1.10	12-24" Rip Rap		Ton		
Z2-2.2.1.11	24-36" Rip Rap		Ton		
Z2-2.2.1.12	Crushed Concrete (2.5" diameter or less)		Cubic Yard		
Z2-2.2.1.13	Asphalt Millings (2" diameter or less)		Cubic Yard		
Z2-2.2.1.14	Top Soil		Cubic Yard	\$ 37.15	Secondary
Z2-2.2.1.15	Clean Fill		Cubic Yard	\$ 33.75	Tertiary

<i>Delivered Materials to Zone 3 (includes materials and delivery)</i>				NickAle Corp	
Item	Description		Unit of Measure	Unit Price Zone 3	
Z3-2.2.1.1	Pea Rock 89 Stone		Ton		
Z3-2.2.1.2	57 Stone Coarse Aggregate		Ton	\$ 53.50	Tertiary
Z3-2.2.1.3	Lime Rock Base		Ton		
Z3-2.2.1.4	131 Sand Screenings		Ton	\$ 34.85	Secondary
Z3-2.2.1.5	Concrete Sand		Ton	\$ 33.40	Primary
Z3-2.2.1.6	Top Dressing Sand		Ton		
Z3-2.2.1.7	Beach Sand		Ton	\$ 30.65	Primary
Z3-2.2.1.8	3-6" Rip Rap		Ton	\$ 78.25	Tertiary
Z3-2.2.1.9	6-12" Rip Rap		Ton	\$ 86.75	Tertiary
Z3-2.2.1.10	12-24" Rip Rap		Ton		
Z3-2.2.1.11	24-36" Rip Rap		Ton		
Z3-2.2.1.12	Crushed Concrete (2.5" diameter or less)		Cubic Yard		
Z3-2.2.1.13	Asphalt Millings (2" diameter or less)		Cubic Yard		
Z3-2.2.1.14	Top Soil		Cubic Yard	\$ 37.95	Primary
Z3-2.2.1.15	Clean Fill		Cubic Yard	\$ 34.50	Tertiary

EXHIBIT B FEE SCHEDULE

The Vendor is either the primary, secondary, or tertiary vendor, as identified in the pricing table, for the line items listed below. If the primary vendor is unable to fulfill the need or meet the timeline required, the County may contact the secondary vendor, and then the tertiary. Products are to be charged in accordance with the unit prices provided below.

Primary	Secondary	Tertiary
---------	-----------	----------

		<i>Local Vendor *</i>	<i>NickAle Corp</i>	
<i>Delivered Materials to Zone 1 (includes materials and delivery)</i>				
Item	Description	Unit of Measure	Unit Price Delivered to Zone 1	
Z1-2.2.1.1	Pea Rock 89 Stone	Ton		
Z1-2.2.1.2	57 Stone Coarse Aggregate	Ton		
Z1-2.2.1.3	Lime Rock Base	Ton		
Z1-2.2.1.4	131 Sand Screenings	Ton		
Z1-2.2.1.5	Concrete Sand	Ton		
Z1-2.2.1.6	Top Dressing Sand	Ton		
Z1-2.2.1.7	Beach Sand	Ton	\$ 32.50	Tertiary
Z1-2.2.1.8	3-6" Rip Rap	Ton		
Z1-2.2.1.9	6-12" Rip Rap	Ton		
Z1-2.2.1.10	12-24" Rip Rap	Ton		
Z1-2.2.1.11	24-36" Rip Rap	Ton		
Z1-2.1.1.12	Crushed Concrete (2.5" diameter or less)	Cubic Yard		
Z1-2.1.1.13	Asphalt Millings (2" diameter or less)	Cubic Yard		
Z1-2.1.1.14	Top Soil	Cubic Yard	\$ 40.60	Secondary
Z1-2.1.1.15	Clean Fill	Cubic Yard		

<i>Delivered Materials to Zone 6 (includes materials and delivery)</i>				NickAle Corp	
Item	Description	Unit of Measure	Unit Price Zone 6		
Z6-2.2.1.1	Pea Rock 89 Stone	Ton			
Z6-2.2.1.2	57 Stone Coarse Aggregate	Ton			
Z6-2.2.1.3	Lime Rock Base	Ton			
Z6-2.2.1.4	131 Sand Screenings	Ton			
Z6-2.2.1.5	Concrete Sand	Ton			
Z6-2.2.1.6	Top Dressing Sand	Ton			
Z6-2.2.1.7	Beach Sand	Ton			
Z6-2.2.1.8	3-6" Rip Rap	Ton			
Z6-2.2.1.9	6-12" Rip Rap	Ton			
Z6-2.2.1.10	12-24" Rip Rap	Ton			
Z6-2.2.1.11	24-36" Rip Rap	Ton			
Z6-2.2.1.12	Crushed Concrete (2.5" diameter or less)	Cubic Yard			
Z6-2.2.1.13	Asphalt Millings (2" diameter or less)	Cubic Yard			
Z6-2.2.1.14	Topsoil	Cubic Yard			
Z6-2.2.1.15	Clean Fill	Cubic Yard			

<i>Material Picked-up</i>				NickAle Corp	
Item	Description	Unit of Measure	Unit Price Picked Up		
P1-2.2.1.1	Pea Rock 89 Stone	Ton			
P1-2.2.1.2	Type 57 Stone	Ton	\$ 37.00		Tertiary
P1-2.2.1.3	Lime Rock Base	Ton			
P1-2.2.1.4	131 Sand Screenings	Ton	\$ 21.25		Secondary
P1-2.2.1.5	Concrete Sand	Ton			
P1-2.2.1.6	Top Dressing Sand	Ton			
P1-2.2.1.7	Beach Sand	Ton	\$ 17.60		Tertiary
P1-2.2.1.8	3-6" Rip Rap	Ton	\$ 58.90		Tertiary
P1-2.2.1.9	6-12" Rip Rap	Ton	\$ 58.80		Tertiary
P1-2.2.1.10	12-24" Rip Rap	Ton	\$ 117.50		Tertiary
P1-2.2.1.11	24-36" Rip Rap	Ton	\$ 235.50		Tertiary
P1-2.2.1.12	Crushed Concrete (2.5" diameter or less)	Cubic Yard			
P1-2.2.1.13	Asphalt Millings (2" diameter or less)	Cubic Yard			
P1-2.2.1.14	Topsoil	Cubic Yard	\$ 22.00		Primary
P1-2.2.1.15	Clean Fill	Cubic Yard	\$ 19.00		Tertiary

SHORT LOAD ORDER FEES (optional and not considered for award)			
Delivery Orders less than 16 tons	(20% maximum)		0.00%
Delivery Orders less than 14 cubic yards	(20% maximum)		0.00%

<i>Delivered Materials to Zone 4 (includes materials and delivery)</i>			NickAle Corp	
Item	Description	Unit of Measure	Unit Price Zone 4	
Z4-2.2.1.1	Pea Rock 89 Stone	Ton		
Z4-2.2.1.2	57 Stone Coarse Aggregate	Ton	\$ 52.85	Tertiary
Z4-2.2.1.3	Lime Rock Base	Ton		
Z4-2.2.1.4	131 Sand Screenings	Ton	\$ 33.95	Tertiary
Z4-2.2.1.5	Concrete Sand	Ton	\$ 32.50	Secondary
Z4-2.2.1.6	Top Dressing Sand	Ton		
Z4-2.2.1.7	Beach Sand	Ton	\$ 29.75	Primary
Z4-2.2.1.8	3-6" Rip Rap	Ton		
Z4-2.2.1.9	6-12" Rip Rap	Ton	\$ 86.20	Tertiary
Z4-2.2.1.10	12-24" Rip Rap	Ton		
Z4-2.2.1.11	24-36" Rip Rap	Ton		
Z4-2.2.1.12	Crushed Concrete (2.5" diameter or less)	Cubic Yard		
Z4-2.2.1.13	Asphalt Millings (2" diameter or less)	Cubic Yard		
Z4-2.2.1.14	Topsoil	Cubic Yard	\$ 37.15	Secondary
Z4-2.2.1.15	Clean Fill	Cubic Yard		

<i>Delivered Materials to Zone 5 (includes materials and delivery)</i>			NickAle Corp	
Item	Description	Unit of Measure	Unit Price Zone 5	
Z5-2.2.1.1	Pea Rock 89 Stone	Ton		
Z5-2.2.1.2	57 Stone Coarse Aggregate	Ton		
Z5-2.2.1.3	Lime Rock Base	Ton		
Z5-2.2.1.4	131 Sand Screenings	Ton		
Z5-2.2.1.5	Concrete Sand	Ton		
Z5-2.2.1.6	Top Dressing Sand	Ton		
Z5-2.2.1.7	Beach Sand	Ton	\$ 35.10	Tertiary
Z5-2.2.1.8	3-6" Rip Rap	Ton		
Z5-2.2.1.9	6-12" Rip Rap	Ton		
Z5-	12-24" Rip Rap	Ton		
Z5-	24-36" Rip Rap	Ton		
Z5-	Crushed Concrete (2.5" diameter or less)	Cubic Yard		
Z5-	Asphalt Millings (2" diameter or less)	Cubic Yard		
Z5-	Topsoil	Cubic Yard	\$ 43.80	Tertiary
Z5-	Clean Fill	Cubic Yard		



Lee County
Southwest Florida

Lee County Insurance Requirements

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. Under the Description of Operations, the following must read as listed:

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

b. The certificate holder must read as follows:

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

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

EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL); or
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident
- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

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

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