

AGREEMENT FOR REMOVAL OF DERELICT AND ABANDONED VESSELS

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 Kelly Brothers, Inc., a Florida corporation, whose address is 15775 Pine Ridge Road, Ft. Myers, FL 33908, and whose federal tax identification number is 59-2069592, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase derelict and abandoned vessel removal services from the Vendor in connection with "Removal of Derelict and Abandoned Vessels" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP210083CJV on September 17, 2021 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on November 18, 2021; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase a more specific description of the Project Scope of Services is set forth in Sections 1 and 2 of the Detailed Specifications section of RFP210083CJV, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP210083CJV, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue for one, three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole

or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

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, attached hereto and incorporated herein and in accordance with the Vendor's quote, as provided for each removal project, at the County's request. 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 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 B, 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 B. 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 C.

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 subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or

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

XIII. DISPUTE RESOLUTION

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

XIV. STOP WORK ORDER

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

- 1. Cancel the stop work order; or
- 2. Terminate the work covered by the order; or
- 3. Terminate the Agreement in accordance with provisions contained in Section XI.

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

XV. 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: Dane P. Kelly
 Title: President
 Address: 15775 Pine Ridge Rd
Ft. Myers, FL 33908
 Telephone: 239-482-7300
 Facsimile: 239-482-8014
 E-mail: estimating@kellybros
.net

County's Representatives:

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

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

1. Agreement

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

[The remainder of this page intentionally left blank.]

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

WITNESS:

KELLY BROTHERS, INC.

Signed By: [Signature]

Signed By: [Signature]

Print Name: ROBERT S. DEKNEB

Print Name: Dane P. Kelly

Title: President

Date: 12/17/21



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 1-24-22

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]

DEPUTY CLERK

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

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

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A
SPECIFICATIONS OR SCOPE OF SERVICES

VFR 04-06-2006

DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

1.1. Lee County Board of County Commissioners seeks to contract with qualified Vendor to provide the removal of derelict and abandoned vessels in Lee County on an "as needed" basis.

2. SPECIFICATIONS OF SERVICE

2.1. In providing services under this Agreement the Vendor shall:

- 2.1.1. Provide and maintain adequate staff to oversee and manage the projects;
- 2.1.2. Successfully complete the projects within the approved schedule;
- 2.1.3. Comply with the contract documents and its general conditions for disposal and removal.

2.2. Vendor shall obtain all necessary permits, and shall pay all required fees to any governmental agency having jurisdiction over the work. Reimbursement for fees and permits will be at cost with no additional mark-up.

- 2.2.1. Vendor shall be capable of furnishing, upon request, all state and local licenses required for the specified work to be performed.
- 2.2.2. Dredging to remove vessel(s) or parts thereof is prohibited unless specifically allowed by County prior to solicitation of quote.
- 2.2.3. Vendor shall be directed by the County to remove abandoned/derelict vessel(s) for disposal or for reefing as designated by the County in the quote request.

2.3. Removal for Disposal

- 2.3.1. Vendor shall be responsible for transportation of abandoned/derelict vessel(s) to a permitted waste facility. If using a facility other than the Lee County Solid Waste or Lee/Hendry County Regional Landfill, Vendor must supply documentation of permitted status from the facility.
- 2.3.2. All landfill and/or transfer station receipts must be submitted to the County with the invoice for payment as documentation of proper vessel disposal.
- 2.3.3. Photo documentation in digital format of removal process and disposal is required for each vessel. Photo to include condition of each vessel prior to removal, the removal process, and the final disposition of each vessel. Photos must identify each abandoned/derelict vessel shown/represented in photo using Lee County AV case number.
- 2.3.4. All anchors found with vessel removed by Vendor shall be returned to Lee County Division of Natural Resources Marine Services program at the conclusion of work.

2.4. Removal for Reefing

- 2.4.1. Vendor shall be responsible for the following actions as specified in the bid documents:
 - 2.4.1.1. Transportation of abandoned/derelict vessel(s) to a site designated by the County. Vessel must be properly stabilized on site at the direction of the County.
 - 2.4.1.2. Preparation of vessel for reefing as directed by the County.
 - 2.4.1.3. Transportation of vessel offshore to reef drop site as designated by the County.
 - 2.4.1.4. Other actions as may be necessary for safe deployment to the reef site as specified in the quote request documents.
 - 2.4.1.5. All anchors found with vessel removed by Vendor shall be returned to Lee County Division of Natural Resources Marine Services program at the conclusion of work.

2.5. The condition of the abandoned/derelict vessel(s) at the time of removal is not warranted by the County in any way. It is the Vendor's responsibility to inspect the vessel(s) prior to providing a quote. Vendor shall promptly notify the County of any condition at the site(s) that differs substantially from those indicated or referred to in the Incident Report(s) or information provided. The County will review the conditions and advise the Vendor of its recommendations prior to submittal of quote or the Vendor proceeding further.

- 2.6. All debris associated with or related to the abandoned/derelict vessel(s) within a radius of 300' from the main body of the vessel(s) must be removed concurrently.
- 2.7. Vendor shall be responsible for any damage to the environment, persons or property, which occurs as a result of their work related to the removal.
- 2.8. Inspections
 - 2.8.1. Vendor shall make provisions to have the Project Manager or their designee present at the work site at all times during removal of the vessel(s). The County Project Manager will coordinate monitoring of removal and disposal activities between the Vendor and the County, or the County's designee. The Vendor shall give the County a minimum of seventy-two (72) hours advance notice of its work schedule, or any schedule changes that require the presence of the Project Manager. Failure to provide timely notice to the County may result in termination of Vendor's Purchase Order/Work Authorization and non-payment of incomplete services.
- 2.9. Methods
 - 2.9.1. Vendor shall use suitable modern equipment of size and type necessary for the satisfactory removal and disposal of the vessel(s). All work, including specialized equipment operation will be performed by competent employees, experienced and qualified to do the work specified. All work must be performed in accordance with the best commercial practices and without any unnecessary delays.
 - 2.9.2. Vendor shall have appropriate facilities, equipment, and trained personnel to properly remove and dispose of vessels without causing unnecessary risk to the environment, navigation, or adjacent property. Once a vessel has been moved from its initial location, disposal must not be delayed more than seven (7) calendar days without prior County approval. The vessel may not be stored on the water without the County's consent.

End of Detailed Specifications

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. PROJECT TERM

1.1. 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 one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. MASTER AGREEMENT

2.1. This is a master agreement. Quotes will be obtained from all Vendors on contract, with work issued to lowest responsive and responsible vendor.

2.2. All work will be issued under a Purchase Order.

2.2.1. County reserves the right to add additional project details to the PO; such as location, special completion terms, etc.

3. QUOTE PROCESS

3.1. Vendor shall submit quotes that detail prices for each vessel on any quote requests from the County. Quotes must include all labor, equipment, materials, disposal costs, and incidentals necessary to complete the job.

3.2. Project completion time shall be designated in quote documents.

3.3. County will provide derelict and abandoned vessel reports/forms and/or Florida Fish and Wildlife Conservation Commission (FWC) offense incident report(s) for specifics on the vessel(s) and location(s) (provided in decimal degree format), and/or the best available information at the time of request.

3.4. Vendor is responsible to verify vessel location and condition prior to providing a quote.

4. GRANT FUNDING

4.1. As notice to all CONTRACTORS, this project may be funded in whole or in part with State Funds through the Florida Fish and Wildlife Conservation Commission. The CONTRACTOR agrees to abide by and comply with all terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package. It shall be further understood that these provisions and terms shall be incorporated into any related Agreements/Contracts executed between the prime CONTRACTOR AND SUBCONTRACTORS.

4.2. Per Florida Statute Section 287.137 Vendors of the County (Contractors and their Sub-contractors) must register with the U.S. Department of Homeland Security's E-verify system. Prior to submitting proposals, Vendors shall visit <https://www.e-verify.gov/> to register.

4.2.1. F.S. 448.095 Employment eligibility (2) PUBLIC EMPLOYERS, CONTRACTORS, AND SUBCONTRACTORS (a) Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

4.2.2. Employment Eligibility (Using E-Verify). Agency – Vendors – Contractors

4.2.2.1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement; and

4.2.2.2. Shall expressly require any CONTRACTORS and SUBCONTRACTORS performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR and SUBCONTRACTOR during the Agreement term.

4.2.2.3. Participating CONTRACTORS are required to enroll in the E-Verify program and the COUNTY requests CONTRACTORS provide acceptable evidence of their enrollment. Acceptable

evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. CONTRACTORS are also required to complete the Immigration Affidavits found herein and provide this completed affidavit with their submission.

- 4.2.2.4. Additionally, CONTRACTORS shall require all SUB-CONTRACTORS to use the E-Verify system. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <https://www.dhs.gov/E-Verify>. It shall be the CONTRACTOR'S responsibility to familiarize themselves with all rules and regulations governing this program.
- 4.3. Pursuant to Florida Statute 20.055(5), Contractor shall cooperate and comply with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Florida Statute 20.055.
- 4.3.1. By participating in this solicitation the Contractor shall permit the Florida Fish and Wildlife Conservation Commission authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.
- 4.4. Record Keeping Requirements
 - 4.4.1. Contractor shall maintain accurate books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.
 - 4.4.2. Contractor shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement for the purposes of conducting audits or examinations or making excerpts or transcriptions.
 - 4.4.3. Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Agreement, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: <https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>) , whichever is longer. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.
- 5. SUB-CONTRACTORS
 - 5.1. Vendor shall notify the County in writing prior to any changes made to the list of Sub-contractors provided on Form 6 of the submitted proposal.
 - 5.1.1. County must approve of the substitution prior to any work performed by alternate Sub-contractor.

End of Special Conditions

EXHIBIT B INSURANCE REQUIREMENTS

VER 04-20-2020

INSURANCE REQUIREMENTS



**Lee County Insurance Requirements
including Maritime Remedies**

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

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

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

- d. **Maritime Remedies** - coverage shall provide minimum limits of liability of \$1,000,000 per occurrence for General Maritime Laws, including but not limited to:

Maintenance & Cure;
Unseaworthiness;
Wrongful Death;
Jones Act;

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d. Maritime Remedies cont.

Death on the High Seas Act;
Longshore and Harbor Workers' Act;
Protection and Indemnity;

And or any other state workers' compensation law, or other federal occupational disease law that your employees might be exposed to.

"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."

Verification of Coverage:

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

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

Special Requirements:

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

EXHIBIT C
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: 12/17/21 Signature [Signature]
STATE OF FL Name/Title DAVE KELLY, PRES
COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 17TH day of DECEMBER, 2021, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following as identification: _____

[Stamp/seal required]  Signature, Notary Public [Signature] ROBERT SAMUEL DEMEO