

**AGREEMENT FOR
ANNUAL PERIODIC MAINTENANCE OF ROADWAY IRRIGATION SYSTEMS
FOR DOT**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and P&T Lawn & Tractor Service, Inc, a Florida corporation, whose address is 15980 Old Olga Rd., Alva, FL 33920, and whose federal tax identification number is 65-0249564, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase irrigation maintenance work consisting of providing all labor, equipment, permits and incidentals necessary (the "Work") from the Vendor at locations throughout Lee County specified herein in connection with "Annual Periodic Maintenance of Roadway Irrigation Systems for DOT"; and,

WHEREAS, the County issued Solicitation No. B170272KLC on April 21, 2017 and,

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

WHEREAS, the County posted a Notice of Intended Decision on May 25, 2017; 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 Work in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B170272KLC, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for a period of one (1) year. This

Agreement may be renewed for up to three (3) additional one (1) year periods upon the mutual written agreement of both parties.

- 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 Solicitation NoB170272KLC.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (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 address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

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

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

VI. LIABILITY OF VENDOR

- A. The Vendor shall indemnify and hold harmless Lee County Government from liabilities, damages, losses, and costs, including but not limited to attorney's reasonable fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Vendor and persons employed or utilized by the Vendor in the performance 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 A- Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with 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's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

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

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

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be

deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. TERMINATION

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

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and

waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

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

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

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

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no

expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

- C. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

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

Vendor's Representative:

County's Representatives:

Name:	<u>Teena Zielinski</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>President</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>15980 Old Olga Rd</u>	Address:	<u>P.O. Box 398</u>	
	<u>Alva, FL 33920</u>		<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-694-4848</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-694-4848</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>ztep@comcast.net</u>	E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>
	<u>jkzielinski26@gmail.com</u>			

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
 2. County's Purchase Order
 3. Solicitation No. B170272KLC
 4. Vendor's Submittal in Response to Solicitation No. B170272KLC

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

WITNESS:

Signed By: Patty Lamb

Print Name: Patty Lamb

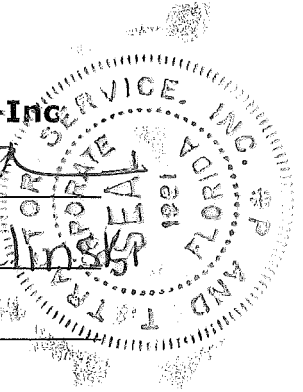
P&T Lawn & Tractor Service, Inc

Signed By: Teena Zielinski

Print Name: Teena Zielinski

Title: President

Date: 6/29/17



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]

Vice CHAIR

Commissioner Cecil [Signature]
Lee County Board of Commissioners
District 2

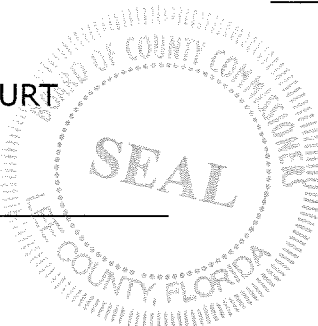
DATE: 9-22-17

ATTEST:

CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]

DEPUTY CLERK



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

BY: [Signature]

OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF SERVICES

The Vendor shall provide all labor, equipment, permits and incidentals necessary to accomplish the Work as further described by B170272KLC in the Areas described below:

AREA 1

ROADWAY	LIMITS	SITES	BUBBLERS	DRIP	ROTOR	SPRAY	ZONES
Alico Rd	Dusty Rd to Three Oaks	2	X				9
Alico Rd	Three Oaks to Ben Hill	2	X	X	X		26
Colonial Blvd	McGregor to US 41	2				X	15
Fowler St	US 41 to Colonial	1	X				5
Plantation Ext	Idlewild to Colonial	1	X	X			9
Three Oaks	Corkscrew Rd to Alico Rd	2	X				26
Treeline South	Alico Rd to Daniels Pkwy	1	X				18
Treeline North	Daniels Pkwy to Fort Myers Fire Station	2	X				14
US 41 3	San Carlos to Six Mile	2	X	X	X		62
US 41 4	Six Mile to College	2	X	X			42
US 41 5	College to Boy Scout	1	X	X			29

AREA 2

ROADWAY	LIMITS	SITES	BUBBLERS	DRIP	ROTOR	SPRAY	ZONES
Bayshore Road at I-75	RR Tracks East to Pritchett Pkwy	2	X	X			9
Bayshore Rd	Slater Rd East to RR tracks	1	X				15
Business 41	Bayshore North to Littleton	1	X				28
Hancock Parkway	Hunter Blvd East to US 41	2	X	X			23
Palm Beach Blvd	C/L Fort Myers East to I-75	1	X	X			32
US 41 6	Caloosahatchee River to Littleton	2	X	X			51
US 41 7	Littleton Rd to Charlotte County	2	X	X			29
Veterans Parkway	Pine Island Rd to Chiquita	1	X				20
Cape Coral Parkway	1 Median East of Del Prado	4				X	7
Del Prado Blvd	Medians from Cape Coral Pkwy To Hancock Pkwy	36				X	45
Hancock	Del Prado to Hunter Blvd	5				X	11

EXHIBIT A SCOPE OF SERVICES

AREA 3

ROADWAY	LIMITS	SITES	BUBBLERS	DRIP	ROTOR	SPRAY	ZONES
Bonita Beach Rd	US 41 East to RR Tracks	1	X	X			22
Bonita Beach Rd	Mango Dr East to US 41	1	X	X			14
Corkscrew Rd/Three Oaks	Sandy to Corkscrew Woodlands/Cork to Williams	1	X	X			31
Corkscrew Rd@I-75	Median on each side of I-75	1		X		X	33
Estero Pkwy Ext	Three Oaks to Ben Hill	2	X				25
Livingston Rd/BB Rd	BB Rd to County Line/Line Street to Quails Nest	1	X	X	X	X	22
US 41 1	NCL Bonita to Corkscrew Rd.	2	X	X			51
US 41 2	Corkscrew Rd to San Carlos	1	X	X			34

AREA 4

ROADWAY	LIMITS	SITES	BUBBLERS	DRIP	ROTOR	SPRAY	ZONES
Cypress Lake Drive	Summerlin to US 41	1	X	X			7
Cypress Lake Drive	McGregor to Summerlin/Winkler CLD to College	1	X	X			20
Daniels Parkway	US 41 to Six Mile	1	X				17
Daniels Parkway	Six Mile to I-75	3	X			X	46
Daniels Parkway	I-75 to Chamberlin	1	X	X		X	18
Daniels Parkway	Chamberlin to Gateway Blvd	1	X	X		X	21
Gunnery Rd	SR 82 to Lee Blvd	1	X				16
Six Mile	Daniels to Colonial	1	X				24
Michael G Rippe	Briarcliff Berm South 3500 feet (East of Right Away)			X			6

EXHIBIT A **SCOPE OF SERVICES**

AREA 5

ROADWAY	LIMITS	SITES	BUBBLERS	DRIP	ROTOR	SPRAY	ZONES
Gladiolus Dr	Summerlin to US 41	1	X	X			18
Sanibel Boat Ramp	DOT Row on Sanibel Island	1	X	X		X	25
Sanibel Toll Facility	Entire Lee County Property	1	X	X	X	X	30
Summerlin Rd	East of Toll Facility to San Carlos	5	X	X			83
Summerlin Rd	San Carlos to Gladiolus	1	X	X			18

EXHIBIT B FEE SCHEDULE

The County shall pay the Vendor for actual Work completed and accepted by the County according to the Fee Schedule below:

Ver 12/07/2016



-- Bid/Proposal Form (not applicable for CCNA solicitations)

Lee County Procurement Management

BID/PROPOSAL FORM

Company Name: P&T Lawn and Tractor Service, Inc.
Solicitation # B170272KLC Solicitation Name Annual Periodic Maintenance of Roadway Irrigation Systems

Having carefully examined the "Terms and Conditions", and the "Detailed Scope of Work", all of which are contained herein, propose to furnish the following which meet these specifications.

Term

Multi-year and Renewals

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

Item #	Description	Unit of Measure	Quantity	TOTAL COST PER YEAR
SECTION 1: ROUTINE MAINTENANCE				
AREA 1.	Alico Rd, Colonial Blvd., Fowler St., Plantation Ext, Three Oaks, Treeline South, Treeline North, US 41 3, US 41 4 and US 41 5.	COST PER VISIT	10	\$21,037.50
AREA 2.	Bayshore Rd at I75, Bayshore Rd., Business 41, Hancock Pkwy, Palm Beach Blvd., US 41 6, US 41 7 and Veterans Pkwy.		10	\$22,275.00
AREA 3.	Bonita Beach Rd., Corkscrew Rd/3 Oaks, Corkscrew Rd at I75, Estero Parkway, Estero Parkway Ext, Livingston Rd./BB Rd., US 41 1 and US 41 2.		10	\$19,140.00
AREA 4.	Cypress Lake Drive, Daniels Pkwy and Gunnery Rd., Six Mile and Michael G Rippe		10	\$14,437.50
AREA 5.	Gladiolus Dr., Sanibel Boat Ramp, Sanibel Toll Facility and Summerlin Rd.		10	\$14,355.00
	SECTION 1: ROUTINE MAINTENANCE TOTAL			\$91,245.00
SECTION 2: WET CHECK PRICING				
1.	COST TO CHECK BUBBLERS	\$0.24	EACH	\$0.24
2.	COST TO CHECK DRIP TUBING	\$0.19	PER SQUARE FOOT	\$0.19 ft ²
3.	CHECK THE FILTER FOR EACH ZONE AND CLEAN IF THEY ARE DIRTY	\$59.00	EACH	\$59.00
4.	COST TO CHECK ROTORS	\$1.48	EACH	\$1.48
5.	COST TO CHECK SPRAYS	\$1.09	EACH	\$1.09
6.	COST TO REPLACE A 10" ROUND	\$81.00	EACH	\$81.00

EXHIBIT B FEE SCHEDULE

Ver 11/17/2016

	PLASTIC VALVE BOX			
7.	COST TO REPLACE AN 11" X 17" RECTANGULAR PLASTIC VALVE BOX	\$89.00	EACH	\$ 89.00
8.	COST TO REPLACE A JUMBO RECTANGULAR PLASTIC VALVE BOX	\$98.00	EACH	\$ 98.00
9.	COST TO REPLACE A POLYMER CONCRETE VALVE BOX SUPPLIED BY LEE COUNTY	\$105.00	EACH	\$105.00
	SECTION 2: WET CHECK TOTAL			\$435.00
	SECTION 3: PARTS REPLACEMENT PRICING			
1.	BUBBLER(RAINBIRD 1401, 1402, 1404, 1408 OR HUNTER EQUIVALENTS)	\$3.04	EACH	\$ 3.04
2.	FUNNY PIPE PER FOOT WITH FITTINGS	\$0.49	PER FOOT	\$ 0.49
3.	NETAFIM TLCV6-12 DRIP TUBING PER FOOT WITH HUNTER 17 MM BARB FITTINGS	\$0.71	PER FOOT	\$ 0.71
4.	NETAFIM TLCV9-12 DRIP TUBING PER FOOT WITH HUNTER 17 MM BARB FITTINGS	\$0.71	PER FOOT	\$ 0.71
5.	6" HUNTER PGP	\$8.04	EACH	\$ 8.04
6.	12" HUNTER PGP	\$21.71	EACH	\$ 21.71
7.	6" HUNTER I-20	\$13.16	EACH	\$ 13.16
8.	RAINBIRD 1804	\$1.23	EACH	\$ 1.23
9.	RAINBIRD 1806	\$4.56	EACH	\$ 4.56
10.	RAINBIRD 1812	\$6.61	EACH	\$ 6.61
11.	RAINBIRD VAN SERIES NOZZLE	\$0.69	EACH	\$ 0.69
12.	CARSON SPEC GRADE 910 PLASTIC VALVE BOX, PURPLE	\$23.53	EACH	\$ 23.53
13.	CARSON SPEC GRADE 1419 PLASTIC VALVE BOX, PURPLE	\$38.30	EACH	\$ 38.30
14.	CARSON SPEC GRADE 1220 PLASTIC VALVE BOX, PURPLE	\$60.07	EACH	\$ 60.07
	SECTION 3: PARTS REPLACEMENT TOTAL			\$ 182.85
	GRAND TOTAL: SECTIONS 1, 2 AND 3			\$91,862.85
	Grand Total			

Amount Written Ninety-one thousand, eight hundred, sixty-two dollars and eighty-five cents

*TOTAL COST PER YEAR IS BASED ON A SIX (6) WEEK CYCLE FROM MAY TO OCTOBER APPROXIMATELY FOUR (4) TIMES AND A MONTHLY CYCLE FROM NOVEMBER THROUGH APRIL.

COST PER TIME X 10 EQUALS TOTAL COST PER YEAR

EXHIBIT C INSURANCE REQUIREMENTS

Major Insurance Requirements

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

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

\$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 Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$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

EXHIBIT C INSURANCE REQUIREMENTS

Endorsement” will be required on the “Excess Insurance Policy” or “Commercial Umbrella Policy.”

Verification of Coverage:

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

- a. The certificate holder shall read as follows:

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

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

Special Requirements:

1. An appropriate “Indemnification” clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.