

**CONTRACT REVIEW CHECKLIST****CONTRACT TYPE:** Professional Services**SUBJECT:** Project known as: B170049KLC Landscape Improvements for Rosa Parks for Lee Tran & for Delprado Blvd from Hancock Bridge Parkway to Pine Island Rd.

Between Lee County and P &amp; T Lawn &amp; Tractor Service, Inc.

**Reference:** Department Director approval: N/A

County Administrator approval: N/A

**Reference:** Board action approving contract/agreement

Board Date: May 2, 2017 Agenda Item No.: C13

The subject contract is forwarded herewith for review and/or endorsements:

(1) **By the Director of:** Routed by Procurement

Project Sponsoring Department

Recommendation to execute

Not recommending execution for the following reason(s):

Date received:

5/9/17

Date returned/forwarded:

5/9/17

Signed:

*[Signature]*(2) **By Procurement Management:**☒ Recommending execution

Not recommending execution for the following reason(s):

Date received:

Date returned/forwarded:

Signed:

(3) **By the Risk Management**☒ Recommending execution

Not recommending execution for the following reason(s):

*we company not rated by AM Best ok to proceed as Insurer July of staffing*

Date received:

May 10, 2017

Date returned/forwarded:

May 10, 2017

Signed:

*[Signature]*(4) **By the County Attorney:**☒ Recommending execution

Not recommending execution for the following reason(s):

Date received:

5/12/17

Date returned/forwarded:

5/12/17

Signed:

*Ashley D. [Signature]*(5) **Board**(6) **Clerk's Office, Minutes Department**(7) **Procurement Management***Jada Manning*  
JCLD 05-18-2017RECEIVED  
MINUTES OFFICE  
2017 MAY 16 AM 10:21

LEE COUNTY CONSTRUCTION CONTRACT  
AGREEMENT FORM  
FOR  
LANDSCAPE IMPROVEMENTS FOR ROSA PARKS FOR LEE TRAN AND FOR  
DELPRADO BLVD FROM HANCOCK BRIDGE PARKWAY TO PINE ISLAND ROAD

Purchase Order No. \_\_\_\_\_  
Board Award Date: 5/2/2017

AGREEMENT

**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 "OWNER" or 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 "CONTRACTOR".

In consideration of the mutual covenants herein set forth, the COUNTY and the CONTRACTOR do hereby agree as follows:

ARTICLE 1. WORK

The CONTRACTOR shall perform all the Work required by the Contract Documents (the "Work").

Scope of Work:

In full accordance with the drawings and as further elaborated in the specifications of Lee County Invitation to Bid No. B170049KLC, a copy of which is on file with the Lee County Department of Procurement Management and is deemed incorporated into this Agreement, the CONTRACTOR shall: Lee County is seeking a qualified contractor to perform tree removal, regrading of medians, and replanting core level landscaping and landscape maintenance for one year along Delprado Blvd from Hancock Bridge Pkwy to Pine Island Road for DOT.

PROJECT NAME: LANDSCAPE IMPROVEMENTS FOR ROSA PARKS FOR LEE TRAN AND FOR DELPRADO BLVD FROM HANCOCK BRIDGE PARKWAY TO PINE ISLAND RD FOR DOT

LOCATION: Lee County, Florida

ARTICLE 2. AMOUNT OF CONTRACT

2.1 The COUNTY shall pay the CONTRACTOR in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of: [SEVENTY NINE THOUSAND, NINE HUNDRED TWELVE DOLLARS AND NINETY CENTS] (\$ 79,912.90 ).

2.2 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 CONTRACTOR on thirty days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

### ARTICLE 3. PROGRESS PAYMENTS

Based upon Applications for payment submitted to the OWNER'S Representative by the CONTRACTOR, and Certificates for Payment issued by the OWNER'S Representative, the COUNTY shall make progress payments on account of the Contract Price to the CONTRACTOR as provided in the Contract Documents as follows:

3.1 Not later than fifteen (15) calendar days following the approval of an Application for payment, ninety percent (90%) of the portion of the Contract Price properly allocated to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Price properly allocated to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the application for payment, less the aggregate of previous payments made by the COUNTY.

3.1.1 Once the project reaches 50% completion, the amount of retainage withheld from each subsequent progress payment made to the CONTRACTOR may not exceed 5%.

3.2 Upon final completion of the work and acceptance of the project, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Price, less such amounts as the COUNTY shall determine for all incomplete Work, unsettled claims or unused units as provided in the Contract Documents.

### ARTICLE 4. CONTRACT DOCUMENTS

This Contract entered into this date by the Lee County Board of County Commissioners and the CONTRACTOR. WITNESSETH that the parties hereto do mutually agree as follows:

The CONTRACTOR shall furnish all labor, equipment, and materials and perform the Work above described for the amount stated above in strict accordance with the General Conditions, Supplementary Information, Plans and Specifications and other Contract Documents, all of

which are made a part hereof as if attached and enumerated as follows:

4.1 Lee County Invitation to Bid/Project Manual Titled: **[Landscape Improvements for Rosa Parks for Lee Tran and for Delprado Blvd from Hancock Bridge Parkway to Pine Island Rd, for DOT]** DATED: [December 9, 2016]

4.1.1 Contractors Bid Proposal Dated [February 7, 2017], ATTACHED AS EXHIBIT "A"

4.2 Project Drawings consisting of the following sheets listed by title and date:

4.2.1 [DELPRADO Blvd. (1.1 MILES) FROM HANCOCK BRIDGE PKWY. TO PINE ISLAND RD. LANDSCAPE IMPROVEMENTS MAY 4, 2016]

4.3 Public Payment and Performance Bond – NOT Required

4.4 Certificate of Insurance

4.5 Notice of Award

4.6 Addenda

4.7 Documentation submitted by the CONTRACTOR prior to the Notice of Award: None.

4.8 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

#### ARTICLE 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1 Work to be started on the date specified in the Official Notice to Proceed.

5.2 Substantial completion shall be achieved not later than the number of days specified in the Special Conditions.

5.3 Final completion shall be achieved not later than the number of days specified in the Special Conditions.

#### Liquidated Damages:

5.4 The COUNTY and CONTRACTOR recognize that time is of the essence of this agreement and that the COUNTY will suffer financial loss if the Work is not completed within the times specified in 5.2 and 5.3 above, plus any extensions thereof allowed by Change Order. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the COUNTY if the Work is not completed on time. Accordingly, instead of requiring any such proof, COUNTY and CONTRACTOR agree that as Liquidated Damages for delay (but not as a penalty) the

sum of \$760.00 per day shall be deducted from monies due the CONTRACTOR or paid by the CONTRACTOR to the COUNTY for each calendar day that expires after the time specified for Substantial Completion and the project fails to reach Substantial Completion. The CONTRACTOR shall also be liable for any actual damages sustained by the COUNTY due to the CONTRACTOR'S failure to fully complete the Work by the time agreed upon for Final Completion in the Contract Documents. Actual damages may include, but not be limited to: costs related to supervision, inspection, rentals, testing, consulting fees, or lost productivity. The COUNTY shall have the right to deduct all damages due from the final payment request as well as retainage. However, prior to deducting liquidated damages, the COUNTY shall give the CONTRACTOR seven (7) calendar days' notice prior to submitting the adjusted amount due to the Clerk for payment.

#### ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 Final payments, constituting the entire unpaid balance of the Contract Price shall be paid by the COUNTY to the CONTRACTOR when the Work has been completed, the Contract fully performed, and a final Certificate for Payment, form No. CMO: 013, has been approved by the COUNTY.

6.2 Terms used in the Agreement which are defined in the General Conditions of the Contract shall have the meaning designated in those conditions.

6.3 The COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, and its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

6.4 The CONTRACTOR shall not assign or transfer any of its rights, benefits, or obligations, except for transfer that result from transfer or consolidation with a third party, without the prior written approval of the COUNTY. The CONTRACTOR shall have the right to employ other persons and/or firms to serve as sub-contractors in connection with the requirements of the Contract Documents.

6.5 The CONTRACTOR agrees through the signing of this Agreement by an authorized party or agent that he shall hold harmless and defend the County of Lee and its agents and employees from all suits and action, including attorney's fees, and all cost of litigation and judgments of every name and description arising out of and incidental to the performance of this Contract Document or work performed thereunder, whether or not due to or caused by negligence of the COUNTY, excluding only the sole negligence of the COUNTY. This provision shall also pertain to any claims brought against the COUNTY by any employee of the CONTRACTOR, or sub-contractor(s), or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation under this provision shall not be limited in any way to the agreed upon Contract Price as shown in this Agreement or the CONTRACTOR'S limit of or lack of sufficient insurance protection.

[The remainder of this page intentionally left blank.]

In witness whereof, COUNTY and CONTRACTOR have signed this agreement in duplicate. One counterpart has been retained by the Clerk of the Board of County Commissioners, one to the Project Sponsoring Department, and one part each has been delivered to the Lee County Procurement Management, and the CONTRACTOR. All portions of the Contract Document have been signed or identified by COUNTY and CONTRACTOR, or by COUNTY'S CONSULTANT on their behalf.

WITNESS:

VENDOR: P & T Lawn & Tractor  
Service, Inc.

Signed By: Jessica Zielinski

Signed By: Teena Zielinski

Print Name: Jessica Zielinski

Print Name: Teena Zielinski

Title: President

Date: 5/4/17

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: John Manning

CHAIR

DATE: 5/16/17

ATTEST:

CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: Chris Su

DEPUTY CLERK



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

BY: William B. Teske

OFFICE OF THE COUNTY ATTORNEY

## INSURANCE GUIDE



<b>Major Insurance Requirements</b>
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**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

\*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.

End of Insurance Guide Section



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2017

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

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

<b>PRODUCER</b> Chapman Insurance Group 2455 Tamiami Trail  Port Charlotte FL 33952		<b>CONTACT</b> NAME: Beth Dvornik PHONE (A/C, No, Ext): (941) 979-8426 FAX (A/C, No): (888) 552-7641 E-MAIL ADDRESS: beth@cigflorida.com																						
<b>INSURED</b> P & T Lawn And Tractor Service Inc 15980 Old Olga Rd  Alva FL 33920-3447		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Southern-Owners</td><td>10190</td></tr><tr><td>INSURER B:</td><td>Owners</td><td>32700</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Southern-Owners	10190	INSURER B:	Owners	32700	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

**COVERAGES**

CERTIFICATE NUMBER: CL1693002740

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		20503122	10/5/2016	10/5/2017	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:						Premises/Operations \$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			5050312201	10/5/2016	10/5/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS							PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist BI split limit \$ 100,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			5050312200	10/5/2016	10/5/2017	EACH OCCURRENCE \$ 2,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						<input checked="" type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 2,000,000
	DED						RETENTION \$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N	N/A				E.L. EACH ACCIDENT \$	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$	
A	INLAND MARINE			20503122	10/05/2016	10/05/2017	BLANKET EQUIPMENT 100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LEE COUNTY, A POLITICAL SUBDIVISION AND CHARTER COUNTY OF THE STATE OF FLORIDA, ITS AGENTS, EMPLOYEES, AND PUBLIC OFFICIALS ARE NAMED AS ADDITIONAL INSURED IN REGARDS TO GENERAL LIABILITY, INCLUDING PRODUCTS AND COMPLETED OPERATIONS.

**CERTIFICATE HOLDER**

ztepet@comcast.net

LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
PO BOX 398  
FORT MYERS, FL 33902

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Brian Chapman/COMM

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2017

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

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

PRODUCER SUNZ Insurance Solutions, LLC ID: (Harbor)  
c/o Harbor America  
21977 E. Wallis Dr.  
Porter, TX 77365

CONTACT NAME: Ashley Warren  
PHONE (A/C, No, Ext): (281) 577-1080 FAX (A/C, No): (281) 577-2678  
E-MAIL ADDRESS: ashleyw@amemins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: SUNZ Insurance Company

34762

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
Harbor America Florida, Inc.; Harbor America  
West, Inc; Harbor America Central; Union Strategic  
Alliance, Inc.; \* See Description of Operations  
21977 E. Wallis Dr.  
Porter TX 77365

## COVERAGES

CERTIFICATE NUMBER: 34711273

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCPEO0000156 05	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	WCPEO0000156 04	4/1/2016	4/1/2017	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: P & T Lawn & Tractor Service Inc.  
Location Effective: 9/15/2014

\* Harbor America Coastal, Inc.; Harbor America Southwest, Inc.; Harbor America East, Inc.

## CERTIFICATE HOLDER

392509

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

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Glen J Distefano

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<b>Blue Sheet No. 20170211</b>	<b>Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/2/2017</b>	<b>Item No. C13</b>
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**TITLE:**

Award contracts for landscape improvements for Rosa Parks Transportation Center and Del Prado Boulevard

**ACTION REQUESTED:**

A. Award Formal Bid No. B170049KLC Landscape Improvements for Rosa Parks for Lee Tran and for Del Prado Blvd from Hancock Bridge Pkwy to Pine Island Rd. for DOT as follows:

1) Award landscape and irrigation improvements and one year's maintenance for Rosa Parks Transportation Center to Hannula Landscaping and Irrigation, Inc. in the total amount of \$104,297.07; and

2) Award landscape improvements and one year's maintenance for Del Prado Boulevard from Hancock Bridge Parkway to Pine Island Road to P & T Lawn & Tractor Service, Inc in the total amount of \$79,912.90.

B. Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.

**FUNDING:**

Lee Tran – Transit Capital Fund 48640 – Enterprise Fund. Included in budget.

DOT - \$70,912.90, Growth Increment Funding; Included in budget.

The cost to install and maintain the landscaping for Rosa Park for Lee Tran for one year is \$104,297.07.

KI5440148640.503490.62 - \$73,011.07 – Landscape improvements

KI5440148600.503490.62 - \$31,286.00 – One year's maintenance

The cost to install and maintain the landscaping for one year along Del Prado from Hancock Bridge Parkway to Pine Island Road is \$79,912.90; this project was anticipated and funds were included in the FY 16/17 Major Maintenance budget. Additional maintenance costs past the first year are estimated to be \$20,000/year, and will be included in DOT Operations budget.

For Lee Tran:

KI5440148640.503490.62 - \$73,011.07 – Landscape improvements

KI5440148600.503490.62 - \$31,286.00 – One year's maintenance

For DOT: Fund – Growth Increment Funding; Program – Major Maintenance; Project – Del Prado Landscaping

44892030700

**WHAT ACTION ACCOMPLISHES:**

Awards Formal Bid No. B170049KLC for landscape improvements to Rosa Parks Transportation Center for \$104,297.07 and to Del Prado Boulevard from Hancock Bridge Parkway to Pine Island Road for \$79,912.90. The contracts include all landscape improvements work and one year of maintenance.

**Required Review:**

<b>Mary Tucker</b>	<b>Mary Tucker</b>	<b>Andrea R. Fraser</b>	<b>Steve Myers</b>	<b>Anne Henkel</b>	<b>Peter Winton</b>
PROCUREMENT MANAGEMENT	Purchasing	County Attorney	TRANSIT	Budget Analyst	Budget Services
<b>Randy Cerchie</b>	<b>Christine Brady</b>				
DOT/ADMINISTRATI ON	County Manager				

**MANAGEMENT RECOMMENDATION:**

Approve

**Requirement/Purpose: (specify)**

- ☐ Statute  
☐ Ordinance  
☒ Admin Code AC-4-1  
☐ Other

**Request Initiated**

**Commissioner:**  
**Department:** PROCUREMENT MANAGEMENT  
**Division:** No Divisions  
**By:** Mary Tucker

**Background:**

Procurement Management received requests to obtain bids for landscaping improvements to Rosa Parks Transportation Center and Del Prado Boulevard from Hancock Bridge Parkway to Pine Island Road. On the bidding deadline of January 31, 2017, Procurement Management received three bids. Lee Tran and DOT reviewed the bids and it is recommended that award be made as follows:

1. Rosa Parks Transportation Center project to Hannula Landscaping and Irrigation, Inc. in the total amount of \$104,297.07
2. Del Prado Boulevard from Hancock Bridge Parkway to Pine Island Road to P & T Lawn & Tractor Service, Inc in the total amount of \$79,912.90

The landscaping around Rosa Parks Transportation Center has deteriorated over the years as a result of excessive use. Although improvements were not expected to be necessary at this time, the condition of the landscaping at this location has made the project a priority.

The Roadway Landscape Advisory Committee has ranked the section of Del Prado Boulevard from Hancock Bridge Parkway to Pine Island Road as the top priority since 2013. Funding for construction of this project was included in Lee County DOT's Major Maintenance Program during the 2015-2016 budget update cycle and programmed for Fiscal Year 2016-2017. Once completed, the landscaping of this section of Hancock Bridge Parkway will be more consistent with the entire corridor.

1. Bid tab sheet
2. Proposed Contract with Hannula Landscaping and Irrigation, Inc.
3. Proposed Contract with P & T Lawn and Tractor Service, Inc.

[Florida Department of State](#)

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /**Detail by Entity Name**

Florida Profit Corporation  
P&T LAWN & TRACTOR SERVICE, INC

**Filing Information**

**Document Number** S29834  
**FEI/EIN Number** 65-0249564  
**Date Filed** 02/04/1991  
**State** FL  
**Status** ACTIVE  
**Last Event** NAME CHANGE AMENDMENT  
**Event Date Filed** 04/08/2010  
**Event Effective Date** NONE

**Principal Address**

15980 OLD OLGA ROAD  
ALVA, FL 33920

Changed: 01/21/1994

**Mailing Address**

15980 OLD OLGA ROAD  
ALVA, FL 33920

Changed: 03/24/2009

**Registered Agent Name & Address**

TEENA ZIELINSKI  
15980 OLD OLGA RD.  
ALVA, FL 33920

Name Changed: 03/30/1993

Address Changed: 03/30/1993

**Officer/Director Detail****Name & Address**

Title PRES

ZIELINSKI, TEENA  
15980 OLD OLGA RD  
ALVA, FL 33920

Title VP

ZIELINSKI, PETER JOHN

15980 OLD OLGA RD

ALVA, FL 33920

**Annual Reports**

Report Year	Filed Date
2014	01/20/2014
2015	03/23/2015
2016	03/14/2016

**Document Images**

<a href="#">03/14/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/23/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/20/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">04/08/2010 -- Name Change</a>	<a href="#">View image in PDF format</a>
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<a href="#">03/31/1995 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

## A.M. Best Rating Services

### Southern-Owners Insurance Company (?)

A.M. Best #: 011676 NAIC #: 10190 FEIN #: 593265407

#### Mailing Address

[View Additional Address Information](#)

P.O. Box 30660

Lansing, MI 48909-8160

[United States](#)

Web: [www.auto-owners.com](http://www.auto-owners.com)

Phone: 517-323-1200

Fax: 517-391-1901



Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, [000188 - Auto-Owners Insurance Company](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength Rating [View Definition](#)

Rating:	A++ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 08, 2016
Initial Rating Date:	July 31, 1995

#### Long-Term Issuer Credit Rating [View Definition](#)

Long-Term:	aa+
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 08, 2016
Initial Rating Date:	May 30, 2007

u Denotes [Under Review Best's Rating](#)

#### Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Joel Silverthorn

Associate Director : Raymond Thomson, CPCU, ARe, ARM

#### Disclosure Information



View A.M. Best's [Rating Disclosure Form](#)



[A.M. Best Affirms Ratings of the Members of the Auto-Owners Insurance Group](#)

June 08, 2016

### Rating History

A.M. Best has provided ratings & analysis on this company since 1995.



## A.M. Best Rating Services

### Owners Insurance Company (?)

A.M. Best #: 003628 NAIC #: 32700 FEIN #: 341172650

#### Mailing Address

P.O. Box 30660

Lansing, MI 48909-8160

United States

Web: [www.auto-owners.com](http://www.auto-owners.com)

Phone: 517-323-1200

Fax: 517-391-1901

[View Additional Address Information](#)

#### Financial Strength Rating



Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, [000188 - Auto-Owners Insurance Company](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength Rating [View Definition](#)

Rating:	A++ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 08, 2016
Initial Rating Date:	June 30, 1976

#### Long-Term Issuer Credit Rating [View Definition](#)

Long-Term:	aa+
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 08, 2016
Initial Rating Date:	May 30, 2007

u Denotes [Under Review Best's Rating](#)

#### Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Joel Silverthorn

Associate Director : Raymond Thomson, CPCU, ARE, ARM

#### Disclosure Information



View A.M. Best's [Rating Disclosure Form](#)



[A.M. Best Affirms Ratings of the Members of the Auto-Owners Insurance Group](#)

June 08, 2016

### Rating History

A.M. Best has provided ratings & analysis on this company since 1976.

## A.M. Best Rating Services

### SUNZ Insurance Company (2)

A.M. Best #: 011410 NAIC #: 34762 FEIN #: 621298002

#### Domiciliary Address

1301 6th Avenue West 3rd Floor  
Bradenton, FL 34205  
[United States](#)

View additional [news, reports and products](#) for this company.

Web: [www.sunzinsurance.com](http://www.sunzinsurance.com)

Phone: 941-306-3077

Fax: 727-497-1280

Based on A.M. Best's analysis, [033806 - Sunz Holdings, LLC](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

#### Best's Credit Ratings

##### Financial Strength Rating [View Definition](#)

NR (Not Rated)

##### Long-Term Issuer Credit Rating [View Definition](#)

nr (Not Rated)

u Denotes [Under Review Best's Rating](#)

#### AMB Credit Reports



**AMB Credit Report** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 10/11/2016 (represents the latest significant change).



Historical Reports are available in [AMB Credit Report Archive](#).

View additional [news, reports and products](#) for this company.

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Form 1a - Bid/Proposal Form (not applicable for CCNA solicitations)



**LEE COUNTY**  
SOUTH WEST FLORIDA

Lee County Procurement Management

**Bid/Proposal Form**

Company Name:

***P & T Lawn and Tractor Service Inc.***

Solicitation # **B170049KLC** Solicitation Name **Landscape Improvements for Rosa Parks for Lee Tran and for Delprado Blvd from Hancock Bridge Pkwy to Pine Island Rd for DOT**

Having carefully examined the "Terms and Conditions", and the "Detailed Specifications", all of which are contained herein, propose to furnish the following which meet these specifications. **All unit pricing includes installation/labor as applicable unless otherwise stated.**

**Section 1 Rosa Parks:** From the Notice to Proceed or Purchase Order date, whichever applies, Landscape, Irrigation and Improvements 90 calendar days for Substantial Completion and additional 30 calendar days to final completion for a total of 120 calendar days. Maintenance shall be a total of 365 calendar days to commence upon the completion of installation (Grand Total 485 calendar days). **Section 2 Delprado Blvd:** From the Notice to Proceed or Purchase Order date, whichever applies, Landscape, Irrigation and Improvements 60 calendar days for Substantial Completion and additional 30 calendar days to final completion for a total of 90 calendar days. Maintenance shall be a total of 365 calendar days to commence upon the completion of installation (Grand Total 455 calendar days).

**Liquidated Damages (Construction)** Liquidated damages of \$ 760.00 per calendar day(s) will be assessed to the contractor/vendor for each consecutive calendar day completion of the project or work is delayed.

Please include this page with your submission package.					
Item #	Description	Unit of Measure	Quantity	Unit Cost	Total Cost
SECTION 1	LANDSCAPE AND IRRIGATION IMPROVEMENTS FOR LEE TRAN'S ROSA PARKS FACILITY				
1	Florida Royal Palm – 5" to 6" tall (Graywood)	Each	26	\$ 1,326.00	\$ 34,476.00
2	Verawood	Each	1	\$ 987.50	\$ 987.50
3	Asian Jasmine	Each	376	\$ 6.08	\$ 2,286.08
4	Dwf. Fakahatchee	Each	211	\$ 10.80	\$ 2,278.80
5	Flax Lily	Each	245	\$ 6.75	\$ 1,653.75
6	Parsons Juniper	Each	57	\$ 12.15	\$ 692.55
7	Green Island Ficus	Each	597	\$ 12.15	\$ 7,253.55
8	Queen Emma Crinum	Each	6	\$ 58.75	\$ 352.50

B1700047KLC Landscape Improvements for Rosa Parks for Lee Tran and for Delprado Blvd from Hancock Bridge Pkwy to Pine Island Rd for DOT

Company Name: ***P & T Lawn and Tractor Service Inc.***

9	Sand Cordgrass	Each	399	\$	10.80	\$	4,309.20
10	Common Rush	Each	118	\$	6.08	\$	717.44
11	Pickrel Weed	Each	82	\$	6.08	\$	498.56
12	Mulch (Coco Brown)	Bags	1,425	\$	5.47	\$	7,794.75
13	Stone (Rip Rap size )	CY	3	\$	275.00	\$	825.00
14	Pavers	SF	1,635	\$	4.82	\$	7,880.70
15	Hunter PCB-10 Bubbler	Each	25	\$	24.40	\$	610.00
16	Hunter MP Left Strip – PROS-12-PRS30	Each	24	\$	61.00	\$	1,464.00
17	Hunter MP Right Strip – PROS-12-PRS30	Each	12	\$	61.00	\$	732.00
18	Hunter MP Side Strip – PROS-12-PRS30	Each	20	\$	61.00	\$	1,220.00
19	Hunter MP 1000 90° Strip – PROS-12-PRS30	Each	53	\$	61.00	\$	3,233.00
20	Hunter MP 1000 180° Strip – PROS-12-PRS30	Each	46	\$	61.00	\$	2,806.00
21	Tree removal						
22	Demolition						
23	<b>Sub-Total (landscape)</b>					\$	82,071.38
24	<b>IMPROVEMENTS</b>						
25	9 Section Bike Rack*	Each	1	\$	1,098.00	\$	1,098.00
26	4 Section Bike Rack*	Each	2	\$	840.00	\$	1,680.00
27	5 Section Bike Rack*	Each	1	\$	875.00	\$	875.00
28	7 Section Bike Rack*	Each	1	\$	1,025.00	\$	1,025.00
	*Must match the Bike Racks that are already there.						
29	<b>Sub-Total (Improvements)</b>					\$	4,678.00
	<b>ONE YEAR SITE MAINTENANCE</b>						
30	Weed removal	Each	1	\$	2,340.00	\$	2,340.00
31	Mulch (re-mulch the area)	Each	1	\$	3,500.00	\$	3,500.00
32	Labor to replace mulch	Each	1	\$	2,625.00	\$	2,625.00
33	Edging	Each	1	\$	-	\$	-
34	Cleaning of pavement and sidewalks (three times per week)	Yearly	156	\$	75.00	\$	11,700.00
35	Pruning of hedges, shrubs and ground cover	Each	6	\$	850.00	\$	5,100.00
36	Fertilizer – applied 3 times per year	Each	3	\$	1,800.00	\$	5,400.00
37	<b>Sub-Total (for year's maintenance)</b>					\$	30,665.00

B1700047KLC Landscape Improvements for Rosa Parks for Lee Tran and  
for Delbrado Blvd from Hancock Bridge Pkwy to Pine Island Rd for DOT

Company Name: ***P & T Lawn and Tractor Service Inc.***

38	<b>TOTAL LANDSCAPE AND IRRIGATION IMPROVEMENTS FOR LEE TRAN'S ROSA PARKS FACILITY (Item #23, 29, 37)</b>								\$	117,414.38
<b>PROJECT 2</b>	<b>LANDSCAPE IMPROVEMENTS FROM HANCOCK BRIDGE PARKWAY TO PINE ISLAND RD</b>									
Trees										
39	(A1) Eagleston Holly - Ilex x Attenuata 'Eagleston' 10' - 12' HT., 4 1/2' SPR, B+B	Each	9	\$ 312.50	\$	2,812.50				
40	(A2) Black Olive 'Shady Lady' - Bucida Buceras 12' - 14' Ht., 5 1/2' Spr	Each	19	\$ 343.75	\$	6,531.25				
	(A3) Fiddlewood - Citharexylum Fruticosum 'Fiddlewood 25 Gal., 10 HT., 4' Spr.	Each	28	\$ 343.75	\$	9,625.00				
41	(A4) Indigo Berry - Randia Aculeata 15 Gal., 4' - 5' HT OA	Each	32	\$ 160.00	\$	5,120.00				
Palms										
43	(A5) Sabal Palm - Sabal Palmetto 12' Ct., full boot	Each	27	\$ 180.00	\$	4,860.00				
44	(A6) Sabal Palm - Sabal Palmetto 16' Ct., full boot	Each	27	\$ 180.00	\$	4,860.00				
Ground covers										
45	(A7) Perennial Peanut "Needlepoint" 6" Pots	Each	1,127	\$ 3.32	\$	3,741.64				
Mulch										
46	(A8) Organiclee Mulch - Medians	C.Y.	46	\$ 60.00	\$	2,760.00				
Sod										
47	(A9) Bahia Sod	S.F.	16,909	\$ 0.39	\$	6,594.51				
Misc.										
48	(A10) Tree & Rootball Removal	Each	26	\$ 210.00	\$	5,460.00				
49	(A11) Soil Removal	S.Y.	2,377	\$ 4.00	\$	9,508.00				
50	<b>SUB-TOTAL LANDSCAPE IMPROVEMENT TOTAL</b>								\$	61,872.90

B1700047KLC Landscape Improvements for Rosa Parks for Lee Tran and  
for Delprado Blvd from Hancock Bridge Pkwy to Pine Island Rd for DOT

Company Name: **P & T Lawn and Tractor Service Inc.**

One Year Site Maintenance									
51	Mowing (cycles)	Each	21	\$	135.00	\$	2,835.00		
52	Edging	Each	21	\$	45.00	\$	945.00		
53	Weeding and Weed Control	Each	21	\$	45.00	\$	945.00		
54	Ant Control	Each	21	\$	15.00	\$	315.00		
55	Pruning	Each	6	\$	10.00	\$	60.00		
56	Groundcover and Shrubs	Each	21	\$	10.00	\$	210.00		
57	Trees - annually	Each	1	\$	10.00	\$	10.00		
58	Fertilizing and Insect Control	Each	3	\$	20.00	\$	60.00		
59	Fertilize -- three times per year	Each	3	\$	150.00	\$	450.00		
60	Disease and Insect Control -- as needed	Each	1	\$	10.00	\$	10.00		
61	Removal and Disposal of Palm Fonds	Each	21	\$	-	\$	-		
62	Watering(See specifications as to number of times and amounts)	Each	1	\$	9,900.00	\$	9,900.00		
63	Mulch	C.Y.	46	\$	25.00	\$	1,150.00		
64	Labor to install mulch	C.Y.	46	\$	25.00	\$	1,150.00		
65	SUB-TOTAL MAINTENANCE COST ANNUALLY							\$	18,040.00
66	TOTAL FOR LANDSCAPE IMPROVEMENTS AND A YEAR'S MAINTENANCE HANCOCK BRIDGE PARKWAY TO PINE ISLAND RD (Item#50, 65)							\$	79,912.90
67	GRAND TOTAL FOR SECTION 1 AND SECTION 2 (line#38, 66)							\$	197,327.28
Amount Written		One hundred ninety-seven thousand, three hundred and twenty-seven dollars, and twenty-eight cents							

B1700047KLC Landscape Improvements for Rosa Parks for Lee Tran and  
for Delprado Blvd from Hancock Bridge Pkwy to Pine Island Rd for DOT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2017

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

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

PRODUCER Chapman Insurance Group 2455 Tamiami Trail  Port Charlotte FL 33952	CONTACT NAME: Beth Dvornik PHONE (A/C, No, Ext): (941) 979-8426 E-MAIL ADDRESS: beth@cigflorida.com FAX (A/C, No): (888) 552-7641
INSURED P & T Lawn And Tractor Service Inc 15980 Old Olga Rd  Alva FL 33920-3447	INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners INSURER B: Owners INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10190 32700

## COVERAGES

CERTIFICATE NUMBER: CL1693002740

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		20503122	10/5/2016	10/5/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Premises/Operations \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			5050312201	10/5/2016	10/5/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI split limit \$ 100,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5050312200	10/5/2016	10/5/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	INLAND MARINE			20503122	10/05/2016	10/05/2017	BLANKET EQUIPMENT 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LEE COUNTY, A POLITICAL SUBDIVISION AND CHARTER COUNTY OF THE STATE OF FLORIDA, ITS AGENTS, EMPLOYEES, AND PUBLIC OFFICIALS ARE NAMED AS ADDITIONAL INSURED IN REGARDS TO GENERAL LIABILITY, INCLUDING PRODUCTS AND COMPLETED OPERATIONS.

## CERTIFICATE HOLDER

## CANCELLATION

ztepet@comcast.net  LEE COUNTY BOARD OF COUNTY COMMISSIONERS PO BOX 398 FORT MYERS, FL 33902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Brian Chapman/COMM
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2017

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

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

PRODUCER	SUNZ Insurance Solutions, LLC c/o Harbor America 21977 E. Wallis Dr. Porter, TX 77365	ID: (Harbor)	CONTACT NAME: Ashley Warren PHONE (A/C, No, Ext): (281) 577-1080 FAX (A/C, No): (281) 577-2678 E-MAIL ADDRESS: ashleyw@amemins.com
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: SUNZ Insurance Company			34762
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

INSURED  
Harbor America Florida, Inc.; Harbor America West, Inc; Harbor America Central; Union Strategic Alliance, Inc.; \* See Description of Operations  
21977 E. Wallis Dr.  
Porter TX 77365

**COVERAGES**

CERTIFICATE NUMBER: 34711273

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCPEO0000156 05	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N	WCPEO0000156 04	4/1/2016	4/1/2017	
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: P & T Lawn & Tractor Service Inc.  
Location Effective: 9/15/2014

\* Harbor America Coastal, Inc.; Harbor America Southwest, Inc.; Harbor America East, Inc.

**CERTIFICATE HOLDER**

392509

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Glen J Distefano

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