

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 Hannula Landscaping and Irrigation, 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:

Date returned/forwarded:

Signed:

2017 MAY 23 AM 8:20
RECEIVED BY
LEE CO. ATTORNEY(2) **By Procurement Management:**☒ Recommending execution

Not recommending execution for the following reason(s):

Date received:

5/15

Date returned/forwarded:

5/16

Signed:

[Signature](3) **By the Risk Management**☒ Recommending execution

Not recommending execution for the following reason(s):

Date received:

May 16, 2017

Date returned/forwarded:

May 17, 2017

Signed:

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

Not recommending execution for the following reason(s):

Date received:

5/23/17

Date returned/forwarded:

5/24/17

Signed:

[Signature](5) **Board**(6) **Clerk's Office, Minutes Department**(7) **Procurement Management***Joyce Townsend 05/25/17*RECEIVED
MINUTES OFFICE
2017 MAY 25 PM 1:28

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

Mary Tucker	Mary Tucker	Andrea R. Fraser	Steve Myers	Anne Henkel	Peter Winton
PROCUREMENT MANAGEMENT	Purchasing	County Attorney	TRANSIT	Budget Analyst	Budget Services
Randy Cerchie	Christine Brady				
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.



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

Detail by Entity Name

Florida Profit Corporation

HANNULA LANDSCAPING AND IRRIGATION, INC.

Filing Information

Document Number	P92000010592
FEI/EIN Number	65-0375795
Date Filed	12/08/1992
State	FL
Status	ACTIVE
Last Event	NAME CHANGE
AMENDMENT	
Event Date Filed	07/18/2008
Event Effective Date	NONE

Principal Address

7050 Pennsylvania St.
Fort Myers, FL 33912

Changed: 01/30/2017

Mailing Address

7050 Pennsylvania St.
Fort Myers, FL 33919

Changed: 01/30/2017

Registered Agent Name & Address

HANNULA, DALE F
7050 Pennsylvania St.
Fort Myers, FL 33912

Name Changed: 01/30/2017

Address Changed: 01/30/2017

Officer/Director Detail

Name & Address

Title PST

HANNULA, DALE F
7020 Pennsylvania St.
Fort Myers, FL 33912

Annual Reports

Report Year	Filed Date
2015	04/20/2015
2016	04/19/2016
2017	01/30/2017

Document Images

<u>01/30/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/19/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/20/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/17/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/19/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/09/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/26/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/28/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/14/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>07/18/2008 -- Name Change</u>	View image in PDF format
<u>04/28/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/30/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/17/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/29/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/28/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/25/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/15/2002 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/02/2001 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/16/2000 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/03/1999 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/06/1998 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/29/1997 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/01/1996 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/01/1995 -- ANNUAL REPORT</u>	View image in PDF format

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


LEE COUNTY
 SOUTHWEST FLORIDA

Lee County Procurement Management

Bid/Proposal Form
 Company Name: Hannula Landscaping And Irrigation, 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	\$ 813.00	\$ 21,138.00 ✓
2	Verawood	Each	1	\$ 355.00	\$ 355.00 ✓
3	Asian Jasmine	Each	376	\$ 3.45	\$ 1,297.20 ✓
4	Dwf. Fakahatchee	Each	211	\$ 3.00	\$ 633.00 ✓
5	Flax Lily	Each	245	\$ 4.43	\$ 1,085.35 ✓
6	Parsons Juniper	Each	57	\$ 7.90	\$ 450.30 ✓
7	Green Island Ficus	Each	597	\$ 7.40	\$ 4,417.80 ✓
8	Queen Emma Crinum	Each	6	\$ 49.25	\$ 295.50 ✓
9	Sand Cordgrass	Each	399	\$ 7.88	\$ 3,144.12 ✓
10	Common Rush	Each	118	\$ 3.65	\$ 430.70 ✓
11	Pickrel Weed	Each	82	\$ 3.65	\$ 299.30 ✓
12	Mulch (Coco Brown)	Bags	1,425	\$ 3.84	\$ 5,472.00 ✓
13	Stone (Rip Rap size)	CY	3	\$ 446.00	\$ 1,338.00 ✓
14	Pavers - 6x9 Two color blend	SF	1,635	\$ 7.48	\$ 12,229.80 ✓
15	Hunter PCB-10 Bubbler	Each	25	\$ 24.00	\$ 600.00 ✓
16	Hunter MP Left Strip – PROS-12-PRS30	Each	24	\$ 46.00	\$ 1,104.00 ✓
17	Hunter MP Right Strip – PROS-12-PRS30	Each	12	\$ 46.00	\$ 552.00 ✓
18	Hunter MP Side Strip – PROS-12-PRS30	Each	20	\$ 46.00	\$ 920.00 ✓
19	Hunter MP 1000 90° Strip – PROS-12-PRS30	Each	53	\$ 46.00	\$ 2,438.00 ✓
20	Hunter MP 1000 180° Strip – PROS-12-PRS30	Each	46	\$ 46.00	\$ 2,116.00 ✓
21	Tree removal			\$ 7,600.00	\$ 7,600.00 ✓
22	Demolition			\$ 2,792.00	\$ 2,792.00 ✓
23	Sub-Total (landscape)				\$ 70,708.07 ✓

 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: Hannula Landscaping And Irrigation, Inc.

24	IMPROVEMENTS				
25	9 Section Bike Rack*	Each	1	\$ 556.00	\$ 556.00
26	4 Section Bike Rack*	Each	2	\$ 420.00	\$ 840.00
27	5 Section Bike Rack*	Each	1	\$ 420.00	\$ 420.00
28	7 Section Bike Rack*	Each	1	\$ 487.00	\$ 487.00
	*Must match the Bike Racks that are already there.				
29	Sub-Total (Improvements)				\$ 2,303.00
	ONE YEAR SITE MAINTENANCE				
30	Weed removal	Each	1	\$ 135.00	\$ 135.00
31	Mulch (re-mulch the area)	Each	1	\$ 2,000.00	\$ 2,000.00
32	Labor to replace mulch	Each	1	\$ 930.00	\$ 930.00
33	Edging	Each	1	\$ 135.00	\$ 135.00
34	Cleaning of pavement and sidewalks (three times per week)	Yearly	156	\$ 134.00	\$ 20,904.00
35	Pruning of hedges, shrubs and ground cover	Each	6	\$ 620.00	\$ 3,720.00
36	Fertilizer – applied 3 times per year	Each	3	\$ 1,154.00	\$ 3,462.00
37	Sub-Total (for year's maintenance)				\$ 31,286.00
38	TOTAL LANDSCAPE AND IRRIGATION IMPROVEMENTS FOR LEE TRAN'S ROSA PARKS FACILITY (Item #23, 29, 37)				\$ 104,297.07
PROJECT 2	LANDSCAPE IMPROVEMENTS FROM HANCOCK BRIDGE PARKWAY TO PINE ISLAND RD				
Trees					
39	(A1) Eagleston Holly - Ilex x Attenuata 'Eagleston' 10' - 12' HT., 4 1/2' SPR, B+B	Each	9	\$ 426.00	\$ 3,834.00
40	(A2) Black Olive 'Shady Lady' -Bucida Buceras 12' - 14' Ht., 5 1/2' Spr	Each	19	\$ 447.00	\$ 8,493.00
41	(A3) Fiddlewood - Citharexylum Fruticosum 'Fiddlewood' 25 Gal., 10 HT., 4' Spr.	Each	28	\$ 319.00	\$ 8,932.00
42	(A4) Indigo Berry - Randia Aculeata 15 Gal., 4' - 5' HT OA	Each	32	\$ 127.00	\$ 4,064.00
Palms					
43	(A5) Sabal Palm - Sabal Palmetto 12' Ct., full boot	Each	27	\$ 138.00	\$ 3,726.00
44	(A6) Sabal Palm - Sabal Palmetto 16' Ct., full boot	Each	27	\$ 138.00	\$ 3,726.00
Ground covers					
45	(A7) Perennial Peanut "Needlepoint" 6" Pots		1,127	\$ 3.73	\$ 4,203.71
Mulch		Each			
46	(A8) Organiclee Mulch - Medians	C.Y.	46	\$ 51.00	\$ 2,346.00
Sod					
47	(A9) Bahia Sod	S.F.	16,909	\$ 0.26	\$ 4,396.34
Misc.					
48	(A10) Tree & Rootball Removal	Each	26	\$ 175.00	\$ 4,550.00
49	(A11) Soil Removal	S.Y.	2,377	\$ 10.11	\$ 24,031.47

Company Name: *Hannula Landscaping And Irrigation, Inc.*

50	SUB-TOTAL LANDSCAPE IMPROVEMENT TOTAL				\$ 72,302.52	✓
One Year Site Maintenance						
51	Mowing (cycles)	Each	21	\$ 699.00	\$ 14,679.00	✓
52	Edging	Each	21	\$ 249.00	\$ 5,229.00	✓
53	Weeding and Weed Control	Each	21	\$ 399.00	\$ 8,379.00	✓
54	Ant Control	Each	21	\$ 30.00	\$ 630.00	✓
55	Pruning	Each	6	\$ 697.00	\$ 4,182.00	✓
56	Groundcover and Shrubs	Each	21	\$ 323.00	\$ 6,783.00	✓
57	Trees - annually	Each	1	\$ 440.00	\$ 440.00	✓
58	Fertilizing and Insect Control	Each	3	\$ 1,395.00	\$ 4,185.00	✓
59	Fertilize – three times per year	Each	3	\$ 1,275.00	\$ 3,825.00	✓
60	Disease and Insect Control – as needed	Each	1	\$ 120.00	\$ 120.00	✓
61	Removal and Disposal of Palm Fonds	Each	21	\$ 129.00	\$ 2,709.00	✓
62	Watering(See specifications as to number of times and amounts)	Each	1	\$ 21,600.00	\$ 21,600.00	✓
63	Mulch	C.Y.	46	\$ 28.00	\$ 1,288.00	✓
64	Labor to install mulch	C.Y.	46	\$ 27.00	\$ 1,242.00	✓
65	SUB-TOTAL MAINTENANCE COST ANNUALLY				\$ 75,291.00	✓
66	TOTAL FOR LANDSCAPE IMPROVEMENTS AND A YEAR'S MAINTENANCE HANCOCK BRIDGE PARKWAY TO PINE ISLAND RD (Item#50, 65)				\$ 147,593.52	✓
67	GRAND TOTAL FOR SECTION 1 AND SECTION 2 (line#38, 66)			\$	251,890.59	
Amount Written						
Two Hundred Fifty One Thousand Eight Hundred Ninety Dollars And Fifty Nine Cents.						

INSURANCE GUIDE



Major Insurance Requirements

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

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

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

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

\$1,000,000 combined single limit (CSL)
\$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

A.M. Best Rating Services

FCCI Insurance Company (2)

A.M. Best #: 011257 NAIC #: 10178 FEIN #: 591365094

Domiciliary Address

6300 University Parkway
Sarasota, FL 34240-8424
[United States](#)

Web: www.fcci-group.com

Phone: 941-907-3224

Fax: 941-907-2709



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

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

Based on A.M. Best's analysis, [050127 - FCCI Mutual Insurance Holding 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 (Excellent)
Financial Size Category:	X (\$500 Million to \$750 Million)
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 04, 2016
Initial Rating Date:	December 18, 1995

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

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 04, 2016
Initial Rating Date:	June 05, 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: Carl Altenburg
Director: Jacqueline Lentz, CPA

Disclosure Information



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

Rating History

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

Financial Strength Rating

Effective Date	Rating
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A.M. Best Rating Services

National Trust Insurance Company (2)

A.M. Best #: 000719 NAIC #: 20141 FEIN #: 620729866

Administrative Office

6300 University Parkway

Sarasota, FL 34240-8424

United States

[View Additional Address Information](#)

Web: www.fcci-group.com

Phone: 941-907-3224

Fax: 941-907-2709

Financial Strength Rating



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

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

Based on A.M. Best's analysis, [050127 - FCCI Mutual Insurance Holding 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 (Excellent)
Affiliation Code:	r (Reinsured)
Financial Size Category:	X (\$500 Million to \$750 Million)
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 04, 2016
Initial Rating Date:	December 16, 1996

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

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 04, 2016
Initial Rating Date:	June 05, 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: Carl Altenburg

Director: Jacqualeene Lentz, CPA

Disclosure Information



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

Rating History

A.M. Best has provided ratings & analysis on this company since 1996.

Financial Strength Rating

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 Hannula Landscaping and Irrigation, Inc., a Florida corporation, whose address is 7050 Pennsylvania St. Fort Myers, FL 33912 and whose federal tax identification number is 65-0375795, 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: 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: [ONE HUNDRED FOUR THOUSAND, TWO HUNDRED NINETY SEVEN DOLLARS AND SEVEN CENTS] (\$ 104,297.07).

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 [LEETRAN ROSA PARKS FACILITY]

4.3 Public Payment and Performance Bond

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 it 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:

Signed By: _____

Print Name: _____

VENDOR: Hannula Landscaping and Irrigation

Signed By: _____

Print Name: _____

Title: _____

Date: _____

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____

CHAIR

DATE: _____

ATTEST:

CLERK OF THE CIRCUIT COURT

Linda Doggett, Clerk

BY: _____

DEPUTY CLERK

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

BY: _____

OFFICE OF THE COUNTY ATTORNEY





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/4/2017

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 Gulfshore Insurance, Inc. 4100 Goodlette Rd N Naples FL 34103-3303		CONTACT NAME: Emma Blanco PHONE (A/C, No, Ext): 239-659-8873 FAX (A/C, No): 239-213-2803 E-MAIL: EBlanco@gulfshoreinsurance.com ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED HANLA1 Hannula Landscaping & Irrigation, Inc. 7050 Pennsylvania Street Fort Myers FL 33912		INSURER A: FCCI Insurance Company		
		INSURER B: National Trust Insurance Company		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 568287744

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 <input checked="" type="checkbox"/> 1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL0012666	1/1/2017	1/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	CA10000845701	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	UMB00134666	1/1/2017	1/1/2018	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	<input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> Y N/A		Y	001WC17A69968	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Certificate Holder is included as Additional Insured with respects to General Liability only as required by written contract with ongoing and completed operations per form CGL084 1013 on a primary non-contributory basis and Waiver of Subrogation per form CGL088 1013. Additional Insured in regards to Auto Liability only as required by written contract per form CAU003FL 1208. Waiver of Subrogation in favor of the Certificate holder in regards to Workers Compensation only as required by written contract per form WC000313 0484. Umbrella follows forms. See Attached...

CERTIFICATE HOLDER

CANCELLATION

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
---	---

AGENCY CUSTOMER ID: HANLA1

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Gulfshore Insurance, Inc.		NAMED INSURED Hannula Landscaping & Irrigation, Inc. 7050 Pennsylvania Street Fort Myers FL 33912
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Any wording on this Certificate of Insurance below this line other than the Job Name, Location or Job Number renders this Certificate Null and Void.

Project B170049KLC Landscape Improvements for Rosa Parks for Lee Tran and for Del Prado Blvd from Hancock Bridge Parkway to Pine Island for DOT Lee County, FL