

FIRST AMENDMENT OF ANNUAL AGREEMENT FOR PURCHASE & SUPPLY OF SOD

THIS FIRST AMENDMENT OF THE ANNUAL AGREEMENT FOR PURCHASE & SUPPLY OF SOD made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and LGI Lawn Care LLC ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the purchase and supply of sod through Solicitation B250411LND with Vendor on the 19<sup>th</sup> day of March, 2026 ("Agreement"); and,

WHEREAS, after execution of the Agreement it was discovered that the term of the Agreement outlined in Article II. TERM AND DELIVERY contained an error, listing the term as one (1) three (3) year period, with an option to renew for a term or terms not to exceed two (2) years, when it should have been a one (1) year period with an option to renew for up to three (3) additional, one (1) year periods; and,

WHEREAS, it was also discovered that the Special Conditions section that was included in the Exhibit A. SCOPE OF WORK AND SPECIFICATIONS of the Agreement was the wrong version and should be replaced with the correct page; and,

WHEREAS, the Parties mutually agree to update the term of the Agreement outlined in Article II. TERM AND DELIVERY and replace the Special Conditions section of the Exhibit A. SCOPE OF WORK AND SPECIFICATIONS of the Agreement; and,

WHEREAS, the Parties desire to modify the Agreement pursuant to Article XVI. MISCELLANEOUS of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The Parties agree that, effective contemporaneously with the Agreement, Article II. TERM AND DELIVERY of the Agreement shall be superseded by:

**"II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase and the associated warranty period as further described in this Agreement on an as needed basis for a one (1) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement."

**3. BASIS OF AWARD**

2. The Parties agree that, effective contemporaneously with the Agreement the Special Conditions page of the Exhibit A. SCOPE OF WORK AND SPECIFICATIONS of the Agreement shall be superseded by:

- 2.1.1. Package Numbers 2, 3, and 7 are items that are not included in section 2.1.1 of the bid as they are not *[Remainder of this page left intentionally blank.]*
- 2.1.2. Package number information shall be found under General Requirements of the Scope of Work and Specifications.
- 2.1.3. When awards are made to multiple Products, the County reserves the right to assign a status of Primary, Secondary, and Tertiary, as applicable. The Primary Vendor will be the first contact. If the Primary is unable to fulfill the need as per the specific requirements, the Secondary, followed by the Tertiary, would be the next in order of contact. Additionally, the order of award can be changed as a result of delivery or service-related performance. The County also reserves the right during the Contract Term to award the contract to the next ranking compliant bid if it is in the best interest of the County.

**4. BIDDING**

- 3.1. Vendors are not required to bid on all line items. However, Vendors shall bid all line items within a Package Section, or they may be deemed as non-responsive and ineligible for award for the contract with No Bid responses.
- 3.2. If an item cannot be purchased, it is requested that the Vendor clearly mark the bid for that item. Vendors that No Bid an item cannot provide that item throughout the term of the agreement including any renewals.

**5. LOCAL PREFERENCE**

5.1. The Lee County Local Vendor Preference shall be included as part of the award process for this project. As such, Lee County at its sole discretion may choose to award a purchase to any qualified Local Vendor.

## SPECIAL CONDITIONS

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

### 1. TERM

- 1.1. The Vendor shall be responsible for furnishing and/or delivering the commodities or services to the Lee County requesting Department(s) on an "as needed basis" for a one-year (1) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the term of three (3) additional one-year (1) periods. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.
- 1.2. This is an annual Agreement and work will be authorized, scheduled, funded, and accounted for by issuance of a Purchase Order, by the requesting department. No guarantee is expressed or implied as to the quantity or commodities and/or services to be procured under this Invitation to Bid (ITB); no work is guaranteed.

### 2. BASIS OF AWARD

- 2.1. It is the County's intent to award multiple vendors and assign a status of Primary, Secondary, and Tertiary with a basis of award determined by the *lowest Total per Section* for Package Numbers 1, 2, 3, and 4 of the most responsive and responsible Vendors meeting all bid specifications.
  - 2.1.1. Package Numbers 5, 6, and 7 are items that are not included in section totals or the basis of award as they are seen as optional/additional items per project.
  - 2.1.2. Package number information shall be found under General Requirements of the Scope of Work and Specifications.
  - 2.1.3. When awards are made to multiple Vendors, the County reserves the right to assign a status of Primary, Secondary, and Tertiary, as applicable. The Primary Vendor will be the first contact. If the Primary is unable to fulfill the need or meet the timeline requirements, the Secondary, followed by the Tertiary, would be the next in order of contact. Additionally, the order of award can be changed as a result of deficient or non-compliant performance. The County also reserves the right during the Contract Term to award the contract to the next ranking compliant bid if it is in the best interest of the County.

### 3. PRICING

- 3.1. Vendors are not required to bid on all line items. However, Vendors shall bid all line items within a Package Section, or they may be deemed as non-responsive and ineligible for award for the section with No Bid responses.
- 3.2. If an item cannot be provided, it is requested that the Vendor clearly marks No Bid for that item. Vendors that No Bid an item cannot provide that item anytime throughout the term of the agreement including any renewals.

### 4. LOCAL PREFERENCE

- 4.1. The Lee County Local Vendor Preference shall be included as part of the award process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.

End of Special Conditions Section

IN WITNESS WHEREOF, this First Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto. Each individual signing this Amendment directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Amendment on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding amendment on behalf of such party with respect to the matters contained herein and as stated herein.

DATED 4/15/2026 | 1:09 PM EDT by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

Signed by:  
Mary G Tucker  
BY: 770F0BDB59DA44D...  
Mary G. Tucker  
Director of Procurement Management, on  
behalf of the Board of County  
Commissioners

APPROVED as to Form for the Reliance of  
Lee County Only

Signed by:  
Joseph A. Adams  
BY: FBE0A52FBA1147E...  
County Attorney's Office

DATED this 12 day of April, 2026 by LGI Lawn Care LLC.

ATTEST:

[Signature]  
(Witness)

BY: [Signature]  
Authorized Signature

Glen Ireland  
Authorized Signature Printed Name

Owner  
Authorized Signature Title

CORPORATE SEAL: