

B250411LND
Purchase & Supply of Sod Annual
Greenscape Innovations, Inc.

E1 Contract # _____

AGREEMENT FOR PURCHASE & SUPPLY OF SOD

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Greenscape Innovations, Inc., a Florida corporation , whose address is 11402 SW County Rd 769, Arcadia, FL 34269, and whose federal tax identification number is 84-1919486, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase various sod types including Argentine Bahia, 419 Bermuda, Floratam, and "Empire" Zoysia, with and without installation in various quantities, from the Vendor in connection with "Purchase & Supply of Sod Annual" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B250411LND on November 14, 2025 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on January 29, 2026; and,

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

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

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase a more specific description of the Project Scope of Services is set forth in the Scope of Work and Specifications Section of B250411LND, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation B250411LND, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

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 one (1) three (3) year period. Upon mutual written agreement of

both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the term of two (2) 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.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the

Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

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

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

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.

- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

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

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

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel

shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. CONTRACT TERMINATION

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.
- B. OPPORTUNITY TO CURE In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely

within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or

equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.

- E. The County reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor due to untimely delivery, inadequate product delivered, or inadequate product performance and the Vendor shall comply with such demand within 30 days.
- F. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

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

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence

of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

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

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

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the

non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday.
- I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Ashley Utter
Title: President

Address: 11402 SW County Rd 769
Arcadia, FL 34269
Telephone: (941) 628-0012
Facsimile: N/A
Email: salesteam@greenscapeinnovations.com

County's Representative

Name: Mary Tucker
Title: Procurement
Management Director
Address: P.O. Box 398
Fort Myers, FL 33902
Telephone: (239) 533-8881
Facsimile: (239) 485-8383
Email: mtucker@leegov.com

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement 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 agreement on behalf of such party with respect to the matters contained herein and as stated herein.
- M. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. County's Purchase Order
 - 3. Solicitation
 - 4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

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

WITNESS:

GREENSCAPE INNOVATIONS, INC.

Signed By: [Signature]
Print Name: Samantha Zawoski

Signed By: [Signature]
Print Name: Ashley Utter
Title: President
Date: 2-13-26



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

Signed by: [Signature]
Print Name: Cecil Pendergrass
773513F34F2140B...
Cecil Pendergrass
Title: County Commissioner- Chairman
Date: 3/20/2026 | 12:52 PM EDT

ATTEST:
CLERK OF THE CIRCUIT COURT

Signed by: [Signature]
BY: Kevin C. Karnes
7687653FFAF549B...
Kevin C. Karnes

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

DocuSigned by: [Signature]
BY: David Halverson
46715AAB371D45B
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with multiple Vendors for the purchase and installation of the following sod varieties on an “as needed” basis including:
 - 1.1.1. Argentine Bahia
 - 1.1.2. 419 Bermuda
 - 1.1.3. Floratam
 - 1.1.4. “Empire” Zoysia
- 1.2. Sod materials and installation shall conform to the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition, Section 570.
- 1.3. There will be no minimum order restrictions placed on the County by the Vendor for any items awarded for County staff pickup.

2. GENERAL REQUIREMENTS

- 2.1. The following are the requirements for each of the line-item sections:
 - 2.1.1. Package No 1: All sod types and sizes delivered County Wide, except Boca Grande.
This section shall consist of delivery and installation of various types of sod with delivery throughout the County excluding Boca Grande. Individual orders from this section can be any combination of the three sizes (less than 2400 sq ft, 2400 sq ft to less than a truckload, and a truckload at 7200 sq ft.) and follows the below stated delivery and installation timeframes based on project location.
 - 2.1.2. Package No. 2: All sod types and sizes delivered to Boca Grande Only
This section shall consist of delivery and installation of various types of sod with delivery to Boca Grande only. Individual orders from this section can be any combination of the three sizes (less than 2400 sq ft, 2400 sq ft or more but less than a truckload, and a truckload at 7200 sq ft.) and follows the below stated delivery and installation timeframes based on project location.
 - 2.1.3. Package No. 3: Sod Pickup
This section is for the pickup of all the various types of sod. Pickup shall be completed by Lee County personnel on the date and time agreed when ordered for individual (16” X 42”) pieces and by pallet. No minimum shall apply.
 - 2.1.4. Package No. 4: Hydroseeding
This section is for hydroseeding certain areas by square feet. Hydroseeding shall be supplied and completed by the Vendor within 14 days regardless of project location.
 - 2.1.5. Package No. 5: Water – 1000 Gallons/Per Day
If necessary to water sod that has been installed, then this may be used to pay the Vendor for this service. The Vendor may be requested to provide a quote for this daily service and shall advise County personnel when this service is recommended. The County will schedule with the Vendor an appropriate schedule for watering if this service is deemed necessary. Services shall be quoted and provided in accordance with Agreement pricing and shall conducted upon authorization by County personnel.

2.1.6. Package No. 6: Rolling of Sod

Upon request, the Vendor shall be responsible for any additional rolling of sod that exceeds standard installation services. The Vendor may be requested to provide a quote for these services. If requested, services shall be quoted and provided in accordance with Agreement pricing and shall be conducted upon authorization by County personnel.

2.1.7. Package No. 7: Pallet Charge

This section is for the charge per pallet which is standard wood. Charge shall be in addition to the charge for materials under this Agreement and shall be represented as a separate line item. When credited, charge shall be credited in this same amount per pallet and shown as a separate line on any invoicing or credit documentation.

3. DELIVERY TIMEFRAMES

3.1. The following delivery timeframes shall apply unless otherwise directed by authorized County personnel:

3.1.1. Delivery throughout the County, excluding Pine Island, Sanibel/Captiva, and Boca Grande, shall be within 14 days.

3.1.2. Delivery to Pine Island, Sanibel/Captiva, and Boca Grande shall be within 30 days.

4. DELIVERY REQUIREMENTS

4.1. Once the Vendor receives an order for sod from authorized County staff, the Vendor shall comply with the following mandate:

4.1.1. All sod ordered shall be delivered between the hours of 7:00 AM and 5:00 PM eastern time, Monday through Friday, or as requested by the County. All sod is to be installed within 24 hours of delivery.

4.2. The Vendor shall be responsible for all costs associated with the delivery of sod and all special permits.

4.3. The County reserves the right to determine, by adding or deleting, actual delivery sites at its discretion at any time throughout the term of the Agreement.

4.4. The Vendor shall be responsible to remove all pallets from County property at the completion of each sod delivery.

4.5. The County reserves the right to refuse delivery if the delivery is not within the proper timeframe; the Vendor has improper equipment to offload the delivery; the Vendor is taking improper safety precautions; and/or the Vendor has malfunctioning equipment.

4.6. The Vendor's delivery driver shall present a photo I.D. upon delivery. The I.D. shall show that the driver is an employee of either the Vendor or delivery company. All deliveries are subject to inspection prior to acceptance by an authorized member of the County.

4.7. Pallets, on which sod is picked up, delivered and off-loaded, are to be on a turnaround basis. Lee County departments shall return all pallets to the Vendor when re-ordering and picking up additional sod.

4.8. Vendor shall reimburse the pallet charge from the previous order back to the County when pallet returned to the Vendor or utilized for new services under this Agreement.

5. SPECIFICATIONS

5.1. Sod

- 5.1.1. Types of sod acceptable for County use includes Argentine Bahia, 419 Bermuda, Floratam, and “Empire” Zoysia.
- 5.1.2. All sod shall be composed of the specified grass type and shall be free of tropical soda apple, other types of grass, weeds, other undesirable vegetation, and shall be disease-free.
- 5.1.3. Sod root development and soil mat shall be such that standard size pads will support their own weight and retain their size and shape when suspended vertically.
- 5.1.4. Sod shall be machine stripped at a uniform thickness of “2” and shall be fresh and viable at the time of planting.
- 5.1.5. Sod should be harvested, delivered, and if applicable, installed within a 72- hour period.
- 5.1.6. Broken, torn, injured, or irregular pads of sod may be rejected by County staff.

5.2. Water

- 5.2.1. Water used for the installation of sod shall be clean and fresh, not brackish or containing substance injurious to turf.

5.3. Rolling

- 5.3.1. Upon request, the Vendor shall be responsible for providing a quote for any rolling of sod, as per Package No. 6 pricing.
- 5.3.2. Pinned sod shall be quoted at the request of Lee County as per Package No. 6 pricing.

6. SOD INSTALLATION REQUIREMENTS

6.1. Final Grade Preparation

- 6.1.1. Minor grading adjustments shall be performed by vendor prior to installation of all sod.
- 6.1.2. Care shall be taken to avoid damage to fencing or other County improvements during all phase of work performed by the Vendor. Any repairs required by such damage in sodding shall be at the Vendor’s expense.
- 6.1.3. After placement of an order for sod by Lee County, the time schedule can be adjusted due to inclement weather or unforeseen acts of mother nature.

6.2. Placement of Sod

- 6.2.1. The Vendor shall install the purchased sod in the following manner: The first row of sod shall be laid in a straight line with subsequent rows placed parallel to and tightly against each other.
- 6.2.2. Lateral joints shall be staggered to promote more uniform growth and strength. Care shall be exercised to ensure that the sod is not stretched or overlapped, and all joints are butted tightly together.
- 6.2.3. Open joints and gaps shall be plugged with sod cut to the exact size and shape of the opening.

6.3. Responsibility for Losses

6.3.1. The Vendor will not be held liable for damage incurred to sod caused by materials not applied by the Vendor or the Vendor's staff after acceptance of work from County staff.

6.3.2. The Vendor will not be responsible for damage caused by acts of vandalism or damage caused by inclement weather.

6.4. Warranty of Sod and Installation

6.4.1. The Vendor shall warranty all work covered by this specification to the extent that all installed sod shall be true to variety, uniform in color and quality, reasonably free of visible imperfections, disease free, and in healthy condition at acceptance.

7. PRICING

7.1. This is considered a County annual Agreement, which is not for any specific project. Work will be authorized, scheduled, funded, and accounted for by issuance of a Purchase Order, by the requesting department, division, or other governmental entity.

7.2. The County shall be eligible for any additional discounts, specials, and/or promotions offered by the Vendor during the term of the contract should those discounts, specials, and/or promotions offer a lower cost to the County.

7.3. Vendor shall provide pricing for the delivery and installation of sod on County property which shall include locations in Boca Grande, Pine Island, and Sanibel/Captiva as indicated by County Staff at the time of order. Pricing shall be inclusive of all deliveries, fuel, surcharges, tolls, etc. Where installation is requested (Package No. 1 & 2), pricing shall be inclusive of all associated labor services to complete proper installation; this shall include rolling of sod.

8. ADDITIONAL PRODUCTS

8.1. The County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this Agreement/Contract and in the manner that is in the best interest of the County.

End of Scope of Work and Specifications Section

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 one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the term of two (2) years. 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 on each line within each Package Section they wish to bid on, 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



Solicitation No.: B250411LND

Solicitation Name: Purchase & Supply of Sod Annual

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. OPEN DATE / BIDS DUE EXTENSION
FROM: MONDAY, DECEMBER 15, 2025, AT 2:30 PM
TO: THURSDAY, JANUARY 8, 2026, AT 2:30 PM

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

A handwritten signature in black ink, appearing to read "Lilla Davis", is written over a horizontal line.

Lilla Davis
Procurement Analyst Direct Line: 239-533-8857
Lee County Procurement Management

EXHIBIT B FEE SCHEDULE

The Vendor is either the primary, secondary, or tertiary vendor, as identified in the pricing table, for the line items listed below. The County shall contact the primary vendor first for orders. If the primary vendor is unable to fulfill the need or meet the timeline required, the County may contact the secondary vendor, and then the tertiary. Products are to be charged in accordance with the unit prices provided below.

| Line # | Description | QTY | UOM | Unit | Extended |
|----------|--|-----|-----|--------|----------|
| 1 | Purchase, Delivery, and Installation of Sod Throughout the County (Excluding Boca Grande) | 1 | EA | | |
| 1.1 | Agrentine Bahia LESS THAN 2400 SQUARE FEET | 1 | EA | \$0.56 | Tertiary |
| 1.2 | Agrentine Bahia 2400 SQUARE FEET BUT LESS THAN A TRUCKLOAD | 1 | EA | \$0.45 | Tertiary |
| 1.3 | Agrentine Bahia TRUCKLOAD (7200 SQ. FT.) | 1 | EA | \$0.40 | Tertiary |
| 1.4 | 419 Bermuda LESS THAN 2400 SQUARE FEET | 1 | EA | \$0.80 | Tertiary |
| 1.5 | 419 Bermuda 2400 SQUARE FEET BUT LESS THAN A TRUCKLOAD | 1 | EA | \$0.72 | Tertiary |
| 1.6 | 419 Bermuda TRUCKLOAD (7200 SQ. FT.) | 1 | EA | \$0.68 | Tertiary |
| 1.7 | Floratom LESS THAN 2400 SQUARE FEET | 1 | EA | \$0.69 | Tertiary |
| 1.8 | Floratom 2400 SQUARE FEET BUT LESS THAN A TRUCKLOAD | 1 | EA | \$0.65 | Tertiary |
| 1.9 | Floratom TRUCKLOAD (7200 SQ. FT.) | 1 | EA | \$0.59 | Tertiary |
| 1.10 | Empire Zoysia LESS THAN 2400 SQUARE FEET | 1 | EA | \$1.39 | Tertiary |
| 1.11 | Empire Zoysia 2400 SQUARE FEET BUT LESS THAN A TRUCKLOAD | 1 | EA | \$1.10 | Tertiary |
| 1.12 | Empire Zoysia TRUCKLOAD (7200 SQ. FT.) | 1 | EA | \$0.90 | Tertiary |
| | | | | | |
| 2 | Purchase, Delivery, and Installation of Sod to Boca Grande | 1 | EA | | |
| 2.1 | Agrentine Bahia LESS THAN 2400 SQUARE FEET | 1 | EA | \$0.64 | Primary |
| 2.2 | Agrentine Bahia 2400 SQUARE FEET BUT LESS THAN A TRUCKLOAD | 1 | EA | \$0.53 | Primary |
| 2.3 | Agrentine Bahia TRUCKLOAD (7200 SQ. FT.) | 1 | EA | \$0.48 | Primary |
| 2.4 | 419 Bermuda LESS THAN 2400 SQUARE FEET | 1 | EA | \$0.88 | Primary |
| 2.5 | 419 Bermuda 2400 SQUARE FEET BUT LESS THAN A TRUCKLOAD | 1 | EA | \$0.80 | Primary |
| 2.6 | 419 Bermuda TRUCKLOAD (7200 SQ. FT.) | 1 | EA | \$0.76 | Primary |
| 2.7 | Floratom LESS THAN 2400 SQUARE FEET | 1 | EA | \$0.77 | Primary |
| 2.8 | Floratom 2400 SQUARE FEET BUT LESS THAN A TRUCKLOAD | 1 | EA | \$0.73 | Primary |
| 2.9 | Floratom TRUCKLOAD (7200 SQ. FT.) | 1 | EA | \$0.67 | Primary |
| 2.10 | Empire Zoysia LESS THAN 2400 SQUARE FEET | 1 | EA | \$1.47 | Primary |
| 2.11 | Empire Zoysia 2400 SQUARE FEET BUT LESS THAN A TRUCKLOAD | 1 | EA | \$1.18 | Primary |
| 2.12 | Empire Zoysia TRUCKLOAD (7200 SQ. FT.) | 1 | EA | \$0.98 | Primary |

| Line # | Description | QTY | UOM | Unit | Extended |
|------------|---|-----|-----|------------|-----------|
| 3 A | Pickup of Sod - PER PIECE (16" X 42") | 1 | EA | | |
| 3.1 | Agrentine Bahia picked up PER PIECE (16" X 42") | 1 | EA | \$2.25 | Primary |
| 3.3 | 419 Bermuda picked up PER PIECE (16" X 42") | 1 | EA | \$3.50 | Primary |
| 3.5 | Floratom picked up PER PIECE (16" X 42") | 1 | EA | \$3.25 | Primary |
| 3.7 | "Empire" Zoysia picked up PER PIECE (16" X 42") | 1 | EA | \$4.00 | Primary |
| 3 B | Pickup of Sod - PALLET | 1 | EA | | |
| 3.2 | Agrentine Bahia picked up PALLET | 1 | EA | \$200.00 | Tertiary |
| 3.4 | 419 Bermuda picked up PALLET | 1 | EA | \$350.00 | Tertiary |
| 3.6 | Floratom picked up PALLET | 1 | EA | \$300.00 | Tertiary |
| 3.8 | "Empire" Zoysia picked up PALLET | 1 | EA | \$475.00 | Tertiary |
| 4 | Hydroseeding | 1 | EA | | |
| 4.1 | Hydroseeding per square ft County excluding Boca Grande | 1 | EA | \$0.10 | Secondary |
| 4.2 | Hydoseeding per square ft only Boca Grande | 1 | EA | \$0.15 | Secondary |
| 5 | Watering - 1000 Gallons - Per Day (NOT part of Basis of Award) | 1 | EA | | |
| 5.1 | Water- Per 1000 gallons at One Location/One Day | 1 | EA | \$425.00 | |
| 5.2 | Water- Per 1000 gallons at Multiple Location/One Day | 1 | EA | \$525.00 | |
| 5.3 | Water- Per 1000 gallons at Multiple Locations/Multiple Days | 1 | EA | \$1,500.00 | |
| 6 | Rolling of Sod(NOT part of Basis of Award) | 1 | EA | | |
| 6.1 | Rolling Sod per Square Foot | 1 | EA | \$0.08 | |
| 6.2 | Pinning of Sod for slope stabilization per Square Foot | 1 | EA | \$0.03 | |
| 7 | Pallet Charge(NOT part of Basis of Award) | 1 | EA | | |
| 7.1 | Standard Wooden Pallet - Charge Per Pallet | 1 | EA | \$15.00 | |

EXHIBIT C INSURANCE REQUIREMENTS



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| Lee County Insurance Requirements |
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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); or
 - \$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."***



| |
|--|
| <h2 style="text-align: center;">Lee County Insurance Requirements</h2> |
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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. **Under the Description of Operations, the following must read as listed:**

“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.”

b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

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 ensure that all subcontractors comply with all insurance requirements.