

8/20/19



Financial Management Department

Procurement Division

1112 Manatee Ave West Suite 803 Bradenton, FL 34205

Phone number: (941) 749-3014

MEMORANDUM

To: Vicki Tessmer, Supervisor Board Records

From: Theresa Webb, Procurement Official

Date: August 6, 2019

Subject: Agreement Document: Hunter Lawn Care II, 19-R071524SR Landscape Maintenance Services – Palm Aire Community

Please accept the attached executed Agreement for Landscape Maintenance Services in accordance with the ITQ 19-R071524SR. This executed attached Agreement is authorized by Chapter 2-26 of Manatee County Code and Pursuant to the Procurement Division's Administrative Standards and Procedures Manual.

Please send confirmation of the Recording to:

- Stacia Raposa, Procurement

Thank you. If you require additional information, please call me at extension 3041.

Attachments to Board Records only: *[signed and dated: August 5, 2019]*

- 1) Intent to Award
- 2) Notice of Award
- 3) Agreement Document

MANATEE COUNTY GOVERNMENT

INTENT TO AWARD

ITQ NO./TITLE	19-R071524SR Landscape Maintenance Services Palm Aire Community	DATE POSTED	BCC _____ DS _____	MCC _____ MBC _____
PROCUREMENT REPRESENTATIVE	Stacia Raposa	PROJECTED AWARD DATE	July 29, 2019	
DEPARTMENT/DIVISION	Public Works	AUTHORIZED BY DATE	Theresa Webb, Procurement Official	

NOTICE OF INTENT TO AWARD

The Manatee County Procurement Division provides notice of its intent to award a contract with Hunter Lawn Care II for the provision of Landscape Maintenance Services - Palm Aire Community.

ENABLING/REGULATING AUTHORITY

Manatee County Procurement Ordinance, Sec 2-26.

BACKGROUND/DISCUSSION

The County requested quotes from qualified Contractors for the provision of Landscape Maintenance Services - Palm Aire Community. The landscape maintenance services are specific to roadways and storm water areas in the Palm Aire Community.

The solicitation was advertised on May 28, 2019 on the Manatee County website. It was also provided to the Manatee County Chamber of Commerce and the Manasota Black Chamber of Commerce for release of its members. Responses were received from the following firms:

- | | |
|---|---|
| 1. Brightview Landscape Services, Sarasota FL | 5. SSS Down To Earth OPCO II, LLC., Mount Dora FL |
| 2. Buccaneer Landscape Maintenance, Pinellas Park FL | 6. Walkers Service Inc., Bradenton FL |
| 3. Cody J Hunter dba Hunter Lawn Care II, Sarasota FL | 7. Yellowstone Landscape, Bradenton FL |
| 4. LMP Landscape Maintenance Professionals, Inc., Sarasota FL | |

EVALUATION RESULTS SUMMARY:

Cody J Hunter dba Hunter Lawn Care II was the lowest responsive, responsible bidder. A bid tabulation of the results is attached to this Notice of Intent to Award.

The Procurement Division and the Public Works Department recommend award to Hunter Lawn Care II.

ATTACHMENTS (List in order of attached)	Bid Tabulation	NAME OF FUNDING SOURCE	Municipal Service Taxing Unit (MSTU)
COST	Estimated \$61,725 per year	FUNDS VERIFIED	Yes



Notice of Award

Notice is hereby given that Manatee County Government (County) awarded a contract on August 5, 2019 for the Landscape Maintenance Services – Palm Aire Community, Solicitation No. 19-R071524SR as follows:

Contract title: Landscape Maintenance Services – Palm Aire Community

Awarded company: Hunter Lawn Care II

Contract term: August 5, 2019 through August 5, 2019 with an additional two (2) year renewal

Estimated annual amount: \$61,725

Contact the Procurement Representative for additional information:

Name: Stacia Raposa

Phone: (941) 749-3041

Email: stacia.raposa@mymanatee.org



AGREEMENT No. 19-R071524SR

**LANDSCAPE MAINTENANCE SERVICES - PALM AIRE
COMMUNITY**

between

**MANATEE COUNTY
(COUNTY)**

and

**HUNTER LAWN CARE II
(CONTRACTOR)**

AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES - PALM AIRE COMMUNITY

THIS AGREEMENT is made and entered into as of this 5th day of August, 2019, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **CODY J. HUNTER DBA HUNTER LAWN CARE II**, a Florida company, (“**CONTRACTOR**”) with offices located at 4131 Longhorn Drive Sarasota, Florida 34233, and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, CONTRACTOR engages in the business of Landscape Maintenance Services; and

WHEREAS, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain CONTRACTOR to render the non-professional services described in this Agreement; and

WHEREAS, this Agreement is a result of CONTRACTOR’S submission of a proposal in response to Invitation to Quote No. 19-R071524SR and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the COUNTY and CONTRACTOR, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONTRACTOR shall provide non-professional services as described in Exhibit A, Scope of Services. “Task” as used in this Agreement, refers to particular categories/groupings of services specified in **Exhibit A**.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and four exhibits, which are as follows:

Exhibit A Scope of Services

Exhibit B Fee Rate Schedule

Exhibit C Affidavit of No Conflict

Exhibit D Insurance and Bond Requirements

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 3. AGREEMENT TERM

- A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force through July 31, 2022 unless terminated by COUNTY pursuant to Article 10, but not to exceed three years.
- B. COUNTY reserves the right to extend the initial term of three years for an additional two-year period not to exceed a total of five years.

ARTICLE 4. COMPENSATION

- A. CONTRACTOR shall be compensated for all services rendered and expenditures incurred in providing the services specified in **Exhibit A**.
- B. The fee rates specified in **Exhibit B** shall be the total compensation for services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the services specified in **Exhibit A** at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices prior to payment.
- C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.
- D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.
- E. All costs of providing the services shall be the responsibility of CONTRACTOR, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.
- F. Any dispute between COUNTY and CONTRACTOR with regard to the percentage of the Work that has been completed or CONTRACTOR’S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and

Article 12 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall appoint an Agent with respect to the services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to services covered by this Agreement. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONTRACTOR shall perform the work in accordance with the terms and conditions of this Agreement.
- C. CONTRACTOR shall ensure that all employees assigned to render services under this Agreement are duly qualified, registered, licensed or certified to provide the services required.
- D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each task.
- E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the services provided pursuant to this Agreement. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit C**.
- F. CONTRACTOR shall be entitled to rely upon information provided from COUNTY. Information includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONTRACTOR'S work under this Agreement. CONTRACTOR shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONTRACTOR shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.
- G. CONTRACTOR shall be responsible for the professional quality technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- H. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified

persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONTRACTOR shall not sublet, assign or transfer any services under this Agreement without prior written consent of COUNTY.

- I. COUNTY may require in writing that CONTRACTOR remove from the project any of CONTRACTOR'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given written notice thereof.
- B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the project that is useful in the performance of the Scope of Services.
- C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR, and shall respond and issue notices to proceed in a timely manner.
- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

ARTICLE 8. COUNTY'S PROJECT MANAGER

The Project Manager shall be appointed to represent COUNTY in all technical matters pertaining to and arising from the work and performance of this Agreement. The Project Manager shall have the following responsibilities:

- A. The examination of all reports, sketches, drawings, estimates, proposals, and any other documents provided by CONTRACTOR.
- B. Providing CONTRACTOR written decisions of COUNTY'S approval or disapproval of these documents within a reasonable time.

- C. Transmission of instructions, receipt of information, and interpretation of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the services provided under this Agreement.
- D. Provide CONTRACTOR with prompt written notice whenever COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in the Work.

ARTICLE 9. COUNTY OWNERSHIP OF WORK PRODUCT

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively “the Intellectual Property”). CONTRACTOR hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONTRACTOR further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY’S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

ARTICLE 10. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:
 - a. Failure to provide products or services that comply with the specifications herein or that fail to meet COUNTY’S performance standards;
 - b. Failure to deliver the supplies or perform the services within the time specified in this Agreement; or
 - c. Work that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County’s Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR’S default of the Agreement. This liability includes any increased costs

incurred by COUNTY in completing contract performance.

4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
 - a. Stop work on the date and to the extent specified;
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
 - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and
 - d. Continue and complete all parts of that work that have not been terminated.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall be entitled to payment for all services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed services.

ARTICLE 11. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the services of CONTRACTOR to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;

- B. Executing the Transition Services plan activities;
- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 12. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official. If such dispute involves the percentage of the work completed by CONTRACTOR, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONTRACTOR of any amount that is determined to be owed by the COUNTY.

CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Purchasing Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 13. COMPLIANCE WITH LAWS

All services rendered or performed by CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 14. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color or national origin. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 15. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by

COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

- B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for inspection purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- C. CONTRACTOR shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 16. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide 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.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records

that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Phone: 941.742.5845

Email: Debbie.Scaccianoce@mymanatee.org

**Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205**

ARTICLE 17. INDEMNIFICATION

Each Party shall defend, indemnify, and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified party in connection with the indemnifying party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

ARTICLE 18. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 19. INSURANCE

- A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Procurement Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by **Exhibit D**, including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

ARTICLE 20. SOLICITATION OF AGREEMENT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 21. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this

Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 22. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 23. KEY PERSONNEL

The following key personnel are hereby assigned to this Agreement by CONTRACTOR:

Cody Hunter, CEO

CONTRACTOR shall not remove such key personnel from providing the services contemplated by this Agreement; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Agreement. The COUNTY will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the key personnel being replaced. CONTRACTOR shall not make any personnel changes of the key personnel until written notice is made to and approved by the COUNTY.

ARTICLE 24. SUB-CONTRACTORS

If CONTRACTOR receives written approval from the COUNTY to use the services of a sub-contractor(s), CONTRACTOR shall utilize the sub-contractor fees specified in **Exhibit B**. CONTRACTOR shall notify COUNTY of any replacements or additions to **Exhibit B** and receive prior written approval of COUNTY for replacements or additions before the use of the sub-contractor.

ARTICLE 25. LIABILITY FOR NEGLIGENCE.

To the fullest extent allowed by law, the individuals performing services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONTRACTOR shall likewise be liable for negligent acts or omissions in the

performance of services pursuant to this Agreement.

ARTICLE 26. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
Public Works Department
Attn: David Haile
5511 39th Street East
Bradenton, FL 34203
Phone: (941) 708-7430
Email: david.haile@mymanatee.org

To CONTRACTOR: Cody J. Hunter DBA Hunter Lawn Care II
Attn: Cody Hunter
4131 Longhorn Drive
Sarasota, FL 34233
Phone: (941) 243-2241
Email: cody.hunter.lawncare@gmail.com

ARTICLE 27. RELATIONSHIP OF PARTIES

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-contractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with this Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 28. NO CONFLICT

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

ARTICLE 29. ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the services pursuant to the provisions of this Agreement, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance

with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

ARTICLE 30. PUBLIC ENTITY CRIMES

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 31. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR'S normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law.

ARTICLE 32. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 33. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 34. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 35. PATENT AND COPYRIGHT RESPONSIBILITY

Any material or design specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the non-professional Landscape Maintenance Services services.

ARTICLE 36. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 37. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 38. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 39. HEADINGS, CONSTRUCTION

The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 40. TIME

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 41. AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

CODY J HUNTER DBA HUNTER LAWN CARE II



Signature

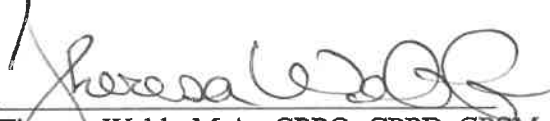
Cody Hunter

Printed Name and Title of Above Signer

July 29th 2019

Date

**MANATEE COUNTY, a political subdivision of the
State of Florida**



Theresa Webb, M.A., CPPO, CPPB, CPSM
C.P.M., Procurement Official

Date: 8/5/2019

EXHIBIT A, SCOPE OF SERVICES

EXHIBIT A, SCOPE OF SERVICES 19-R071524SR

A. SCOPE

Contractor shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide landscaping maintenance that will meet the requirements of this ITQ. The work includes but is not limited to, mowing, edging, weeding and aquatic control, bush trimming, tree pruning, plants, grass, shrubs, tree, stump removal, herbicide and pesticide services and all major and minor repairs pertaining to the landscape maintenance services in the Palm Aire Community (Work). It shall be the responsibility of the Contractor to verify the type of mowing to be accomplished under these specifications.

Contractor shall be responsible for all damages to the turf, curbs or pavements, and for the repair or replacement thereof at no cost to the County. This also includes, but is not limited to sign structures, appurtenances, and trees. Where landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours.

B. COUNTY CONTRACT MANAGER

Manatee County shall designate a County Contract Manager (CCM) with respect to services to be performed by the Contractor pursuant to the Agreement. Within the term of the Agreement, the CCM shall have the authority to transmit instructions, receive information, interpret and define the policy of the County and make decisions pertinent to services. The CCM shall have the right from time to time, to designate such other employees of Manatee County to serve in the absence of the CCM and may delegate all or part of the authority delegated herein. The County reserves the right to designate a different CCM, provided that the Contractor is given written notice thereof.

The CCM shall be assisted by a Palm Aire Community liaison on all matters regarding the Work. The Palm Aire Community (PAC) liaison shall present recommendations for additional non-scheduled maintenance and improvements within the area covered by the Agreement, using available Municipal Service Taxing Unit (MSTU) funding.

The CCM shall give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the performance of the Work. The CCM shall give consideration to the findings and recommendations of the Contractor and respond in a timely manner so as not to delay the Work.

C. GENERAL REQUIREMENTS

Contractor shall provide the following general requirements:

1. Safety Data Sheets (SDS) for all toxic substances in accordance with Florida Statute's Chapter 442, The Right to Know Law, which mandate on-site SDS for all toxic substances appearing in the work place.
2. All permits and licenses necessary for the completion of the Work shall be secured and paid for by the Contractor.
3. Provide a copy of the State required certification and licensing for all individuals contracted to apply herbicides and insecticides to the County.
4. Ensure application of insecticides and herbicide are only performed by an individual who licensed or certified by the State to do the Work.

5. Continuously protect all Work from damage and to insure the protection of persons and property, in in the performance of the Work.
6. Comply with all applicable laws and regulations including, Florida Department of Commerce Safety Regulations, Florida Department of Transportation (FDOT) regulations, Occupational Safety and Health Act (OSHA), Environmental Protection Act (EPA), and local safety regulations.
7. Conduct Work to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity.
8. No road or street shall be closed to the public, without prior written approval by the County.
9. Fire hydrants on or adjacent to the Work shall be accessible at all time.
10. Tree trimming by a Certified Arborist or have a Certified Arborist onsite monitoring the tree trimming with prior notification of start date in writing to CCM.
11. Wetland mitigation area maintenance and repair, by a County approved licensed aquatic operator.
12. Ensure all staff are dressed in a uniform (shirts, pants) that identifies Contractor and outfitted with shoes appropriate to the type of services performed.
13. Ensure Contractor's name is visibly identified on all vehicles and trailers used in the performance of Work.

D. TECHNICAL SPECIFICATIONS

Contractor shall provide services that meet the following technical specifications:

1. DEFINED AREAS MAP

The landscape maintenance services are designated in the specifications (roadside and medians) and graphically illustrated on the Palm Aire MSTU Map in Attachment G.

2. DEFINED AREAS WRITTEN

Palm Aire maintenance areas and detailed written descriptions as follows:

(i) ROADSIDES

Areas from County roadsides to sidewalks, walls, berms, hedgerows, or major natural preserve providing physical separation of sub-divisions from the roadway.

(a) Whitfield Avenue

North-South orientation from University Parkway to Country Club Way, and then it bends to an East-West orientation as it extends North of Country Club Way.

(1) South/West roadside beginning approximately 300' North of University Parkway (at South end of Gardens area wall), extending North to East side of Mystic Lane. Maintenance area includes grass, shrubs, beds and trees for approximately 25' to 40' from roadside to walled areas, excluding flower/shrub beds at community entrance ways.

(2) North/East roadside, beginning approximately 300' North of University Parkway to the East side of West Country Club Lane. Roadside has several trees and shrubs between roadside and sidewalk to be maintained.

(3) Maintenance only to be done from roadside to sidewalk and equivalent width for area West of Country Club Lane extending approximately 50' around the corner of each side.

(4) Exclude Mote Ranch entryway from bridge to start of the Country Lakes wall.

(b) Garden Drive

North side only, beginning at Whitfield Avenue going West stopping at Palm West Estate wall (approximately 200' East of Palm Lakes Court.) Maintenance to be done from roadside to sidewalk.

(c) Country Club Way - East of Whitfield

North side from Whitfield Ave West to end of County Club Way. Maintenance is area from roadside to sidewalk.

(d) Palm Aire Drive – Whitfield Avenue to Timberlake Drive

Southside of Palm Aire Drive from Whitfield Avenue to the HOA property line on Timberlake Drive.

(ii) MEDIANS

Single and multiple sectioned area containing grass, tree, shrub, and/or plants within a County roadway.

(a) West Country Club Drive North

Beginning at corner of Whitfield Avenue .6 miles West, North-Westerly and finally South to the front of four-story condominium on East side of road.

In the numerous sub-sections are several and various kinds of trees, flowers and shrubs, along with planting beds that are within the grassed area (approximately 12' to 15' wide) for maintenance.

(b) Inverness Drive

Two (2) small islands, one kidney and other oval shaped, at the east end of Inverness Drive. There is grass and edging only for maintenance.

(c) Tournament Drive

East to West orientation extending .4 mile from Lockwood Ridge to intersection of Palm Aire drive and West Country Club Drive. Area has working irrigation, trees, and shrubs within the approximately 10' wide grassed area for maintenance.

(d) Palm Aire Drive

Beginning at the Tournament Drive intersection going South then East for approximately .7 mile to corner of Conservatory Drive. Several sub-sections include numerous trees and shrubs in a varied 15' wide grass area to be maintained.

(e) Timberlake Drive

Located at Intersection of Palm Aire Drive. An area approximately 10' x 80' contains four (4) trees in the grassed area to be maintained.

(f) 61st Street East Court

At the Northern most end of the street, within the Links subdivision, an oval approximately 50' x 250' with numerous trees, shrubs and two (2) "natural" areas within the grassed area shall be maintained.

(g) Garden Drive:

Southside of Rosewood at the garden's "D" shaped area approximately 50' x 80', including small number of shrubs and trees for maintenance and the median immediately off Whitfield Avenue at the entrance. Both have grassed areas to be maintained.

(h) Medalist Road

One (1) oval-shaped, curbed median with an East/West orientation approximately 78' x 162' (9919.26 sq. ft.). Area has cabbage palms and trees within grassed area to be maintained.

(iii) UTILITY LIFT STATIONS

- (a) 4525 Glenbrooke Dr. (Roadside) - Approximately 15' x 30' grassed area with shrub/hedge.
- (b) 5213 Inverness Dr. (Roadside) - Approximately 10' x 20' grassed area with shrub/hedge (Palm Aire 8).
- (c) 5425 Inverness Dr. (Roadside) - Approximately 10' x 20' grassed area (Palm Aire 7)
- (d) 5530 Country Club Way (Roadside) - Approximately 20' x 35' grassed area with shrubs (Palm Aire 4)
- (e) Country Club Way, at "Eagle Creek Condominiums" (Roadside) - Approximately 30' x 50' grassed area (Palm Aire 5), including shrubs, hedge and trees
- (f) 5702 Doral Drive (Roadside) - Approximately 20' x 30' grassed area with shrub/hedge (Fairway Six)
- (g) 7173 West Country Club Drive (Median) - Approximately 20' x 30' with shrub/hedge and grassed area (Palm Aire 6)
- (h) 4720 Tournament Blvd (Roadside) - Approximately 10' x 10' with grassed area with shrub/hedge and trees (Palm Aire 1)
- (i) 5216 Palm Air Drive (Median) - Approximately 15' x 20' with shrub/hedge and grassed area (Palm Aire 2)
- (j) Garden Drive and Garden Circle (Roadside) - Approximately 29' x 20' with shrub/hedge (The Gardens)
- (k) 5801 Whitfield Avenue (Roadside) - Approximately 10' x 10' grassed area (P.A.C.C.)
- (l) Misty Oaks Blvd. and Misty Oaks Drive (Roadside) - Approximately 20' x 20' with shrub/hedge and numerous trees (Timberlake)
- (m) 7901 Broadmoor Pines Blvd. (Roadside) - Approximately 20' x 20' with shrub/hedge and grassed area (Broadmoor Pines)
- (n) Golf Pointe Drive and Whitfield Avenue (Roadside) - Approximately 30' x 30' with numerous trees and grassed area (Palm Aire 9)

iv. CENTER ISLAND

Located at University Avenue and Whitfield Parkway

E. SERVICE REQUIREMENTS

Contractor's services shall include but not be limited to the following:

1. SURFACES, ROADWAYS, SIDEWALKS, & MEDIANS

To be maintained, no build-up of debris or weeds detract from the appearance of or the safe use of these areas. Clipping to be blown back into the medians and off roadsides after each mowing. Grass clippings from all locations shall not be blown into any drain or sewer grated openings in the roadways.

2. AUTHORIZATION FOR CHEMICAL MAINTENANCE ACTIVITIES

- i. Prior to the start of any maintenance activities requiring the use of chemical agents such as herbicides, the Contractor shall obtain approval from the CCM for the type, rate of application, method of application, and areas/locations of the proposed application.
- ii. Only licensed personnel to perform all chemical maintenance applications.
- iii. Proper cleaning of all equipment used and the disposal of all empty and partially used containers, cartons, bottles, etc., in compliance with all applicable Federal and Florida

regulations.

3. TURF MAINTENANCE - MECHANICAL

i. MEDIANS:

- (a) Mowing frequency - Grass shall be cut once per week from March through November and bi-monthly from December through February. Grass will be maintained at a height of 3 ½ to 4 inches (cut at 3 ½ inches).
- (b) Edging - To be completed at the time of mowing so no grass extends over the surrounding surface (roads, sidewalks and planting areas).
- (c) Litter control and removal - Prior to each mowing, dead drop to be removed for a complete mowing and removed from area after mowing. Trash and other debris to be removed as well. Blow off all sidewalks and roadways after each mowing, all grass clippings are to be removed, a minimum of six (6) inches is to be maintained from the base of trees, palms, and shrubs.
- (d) Irrigation System – Palm Aire Community Liaison shall be the responsible party to check and inspect the irrigation system. The Palm Aire Community Liaison may coordinate with the Contractor to be present at the time of inspection. Repairs will be limited to damage caused by the Contractor, and such damage shall be repaired in a manner acceptable to the Palm Aire Community Liaison and CCM solely at the expense of the Contractor.

(ii) ROADSIDES:

- (a) Mowing frequency - Grass shall be cut once per week from March through November and bi-monthly from December through February. Grass will be maintained at a height of 3 ½ to 4 inches (cut at 3 ½ inches).
- (b) Edging – To be completed at the time of mowing so no grass extends over the edge of the surrounding surface (roads, bike lanes, sidewalks and planting areas). No Edger machine allowed, only chemical edging on Whitfield Avenue because of the unevenness of the roads edge. The bike lane to be blown and free of debris after each mowing.
- (c) Litter control and removal - Prior to each mowing, dead drop to be removed for a complete mowing and removed from area after mowing. Trash and other debris to be removed as well. Blow off all sidewalks and roadways after each mowing, all grass clippings are to be removed, a minimum of six (6) inches is to be maintained from the base of trees, palms, and shrubs.
- (d) Irrigation System – Inspect after each mowing to insure the system is working in a safe and aesthetic manner. Repairs will be limited to damage caused by the Contractor, and such damage shall be repaired in a manner acceptable to the Palm Aire Community Liaison and CCM solely at the expense of the Contractor.
- (e) Where there is no sidewalk, Contractor is responsible for the maintenance of the shrubs. When a sidewalk exists, the Contractor shall maintain the shrubs only if the shrubs are between the sidewalk and the County right of way.

4. TURF MAINTENANCE - CHEMICAL

Weed Control – All basins around tree and shrub areas, mulched or rocked, to be maintained weed free. A non-selective post/pre-emergent herbicide shall be used, or hand weeding to be performed as deemed necessary to avoid over spray during each mowing.

5. TREE AND SHRUB MAINTENANCE - MECHANICAL

- i. Palms – Pruned to within four (4) inches of frond boot, removal of all dead fronds, twice per year the months of March and September and as needed to maintain the health and appearance of the palms as per ANSI 300 standards.
- ii. Other trees (hardwood and coniferous) – Pruned/Cleaning of dead branches once per year and as needed to maintain the health and appearance of the trees as per ANSI 300 standards. Pruning of occasional limbs may be necessary.
- iii. Shrubs – Trimmed once at the beginning of every month to maintain health, appearance and growth of the plant. Trimming will take into consideration special growing characteristics of the plant, such as pruning after flowering.
- iv. Note - Shrubs and trees, when damaged shall be pruned immediately. Trees, shrubs, ground covers, and/or other installed landscape plants shall be pruned, trimmed staked, appropriately treated, or replaced if damaged or destroyed. With priority to storm damage, accidents or other incident, to be straightened per ANSI 300 standards are corrected within 48 hours of notification to Contractor.

6. TREE AND SHRUB MAINTENANCE - CHEMICAL

Weed Control – Weeds and grass to be controlled with 6-inch radius around trees and shrubs for visual control.

7. DITCHES AND SWALES – CHEMICAL

Spraying of these areas shall be done with an aquatic herbicide approved by the CCM as needed to eliminate any unwanted visible growth in the areas that retain water. Spraying shall be accomplished when there is growth beyond normal in the bottom of ditches and swales.

8. DITCHES AND SWALES – MECHANICAL

Weeds and grass to be trimmed as required to present a neat appearance and to coincide with the surrounding roadside maintenance.

9. CENTER ISLAND

- i. All shrub pruning to be completed the first week of each month.
- ii. Weekly weed control, removal of all weeds by hand or a non-selective post/pre-emergent herbicide shall be used.
- iii. Necessary dead heading of annual flowers weekly when weed control takes place.
- iv. Palm pruning three (3) times per year, April, August and December and as needed to maintain health and appearance of the palms.
- v. Provide and install black colored mulch three (3) times per calendar year, March, July and November. Mulch must be at least four (4) inches in bed area. Removal of organic material or dirt is allowed prior to laying mulch so mulch will not fall onto the street. Clean all mulched bed areas of any overspill on roadways.
- vi. Annual flower replacement, four (4) times per calendar year at the front of the bed facing University Parkway. Approximately, 50 - 6-inch plants.
- vii. Lens cleaning of low voltage landscaping lighting two (2) times per calendar year, January and June.

10. NON-SCHEDULED MAINTENANCE

- i. Tree removal (including stump) and tree replacement, shrub removal and replacement.

Provide all transportation, labor, materials and equipment for the removal and replacement of designated trees and shrubs.

- ii. Turf Replacement - Provide all transportation, labor, materials and equipment for the repair of damaged turf areas including washouts.
- iii. Hand watering – Provide all transportation, labor, materials and equipment for the watering (by hand) of all replacement landscape material.

11. WORK AUTHORIZATION

- i. Scheduled: Each month's work shall be completed as delineated on the schedule of Task/Payment Authorization Form resulting from the inspection conducted by the Contractor and County representative. The County shall use the Authorization Form as a schedule of tasks and authorization for payment for tasks successfully completed.
- ii. Emergency: Work authorization for non-scheduled maintenance for emergency work shall be initiated with a verbal contact (followed by written documentation) by the County representative concerning maintenance requiring immediate clean-up, such as, but not limited to wind damage, rain damage, or debris from storm damage, to prevent any inconvenience or hazardous conditions to the general public. The County shall use the Authorization Form as a schedule of tasks and authorized for payment for tasks successfully completed.
- iii. Non-Emergency: Work authorized for non-scheduled, non-emergency maintenance shall be initiated only with written notice from the County representative and prior approval from the Palm Aire Community liaison. Notice shall establish the maximum compensation in accordance with the rates established, schedule for performing the service, and schedule for final performance inspection. The County shall use the Authorization Form as a schedule of tasks and authorization for payment for tasks successfully completed.
- iv. Authorization Form: For scheduled, emergency, and non-emergency work, a copy of the original invoice and the applicable form shall be provided by the Contractor to the County prior to payment for the value of items or services received and accepted on the basis of such work as authorized.

F. LIQUIDATED DAMAGES

If Contractor fails to perform the services as specified in the Agreement, the County shall be entitled to retain or recover from the Contractor, liquidated damages as detailed below.

If Contractor's personnel do not report to work or fail to provide the services as required by the Agreement, liquidated damages will be deducted from payments due to the Contractor. Contractor will be notified of the assessment of liquidated damages by telephone and e-mail within twenty-four hours of any such deficiency. Performance of the service requirements by Contractor to cure the deficiency shall be made with-in twenty-four hours after receipt of such notice. If the performance deficiency is not corrected with-in twenty-four hours or next business day after receipt of notice, the County will assess liquidated damages in the amount of One Hundred Dollars (\$100) per occurrence, per location and will continue to assess until the performance deficiency is remedied.

END OF EXHIBIT A

EXHIBIT B, FEE RATE SCHEDULE

1. FEES

Fees for the goods and services detailed in this Agreement shall be as indicated in this Exhibit B.

EXHIBIT B, FEE RATE SCHEDULE Landscape Maintenance Services Palm Aire Community			Hunter Lawn Care II	
			Sarasota, FL	
Items	SCHEDULED MAINTENANCE - LOCATION	Quantity	Price	Extended Pricing
1	Scheduled Services to be paid on a monthly basis- Weekly services March thru November, and bi-weekly services December thru February (Reference SOW Technical Spec D and Service Requirements E, (excluding E9)	45 Cuts	\$1,025.00	\$46,125.00
2	Center Island at University Avenue and Whitfield Parkway (Reference SOW Service Requirements F9 Center Island only)	12 Months	\$1,300.00	\$15,600.00
Total Amount for Items 1 and 2			\$61,725.00	
3	Prices for new locations, not identified on this form, that may be added during the contract period (unit price include labor to perform the required services)	Unit of Measure		
a.	Mow, Trim, Edge, Blow, Plant Beds, Tree Trim; for Roadways and Medians	Acre	\$80.00	
b.	Whitewash Stone, no greater than 1 1/2" diameter; for Roadways and/or medians (provide and install)	Square Foot	\$10.00	
c.	Cypress Mulch or Black Mulch for Roadways and/or Medians (provide and install)	Square Foot	\$3.00	
4	NON-SCHEDULED MAINTENANCE The following prices are not included in the yearly total price above and are to be used on an as needed basis (per work authorization form attached) as authorized by the County Contract Manager.			
	MARK UP - All material prices (trees, plants, sod, plugs, sprinkler materials, etc.) shall be at vendor's discounted price plus the Contractor's markup percentage of profit: (markup not to exceed 30% of cost): Note - Original material invoice to be submitted with request for payment.	% Markup	30%	
	Removal of designated trees and/or stumps, diameter at 4 feet above ground level			
	a. Cut tree and grind stump 6" below ground level:			
	Up to 12" Diameter		\$225.00	
	12" to 36" Diameter		\$800.00	
	Over 36" Diameter		\$1,300.00	
	b. Grind stump 6" below ground level:			
	Up to 12" Diameter		\$110.00	
	12" to 36" Diameter		\$100.00	
	Over 36" Diameter		\$235.00	
	c. Cut and remove tree and stump:			
	Up to 12" Diameter		\$725.00	
	12" to 36" Diameter		\$1,200.00	
	Over 36" Diameter		\$2,100.00	
	d. Cut and remove tree:			
	Up to 12" Diameter		\$225.00	
	12" to 36" Diameter		\$675.00	
	Over 36" Diameter		\$1,000.00	
	e. Remove stump:			
	Up to 12" Diameter		\$175.00	
	12" to 36" Diameter		\$350.00	
	Over 36" Diameter		\$500.00	
	Removal of designated shrubs, diameter at base ground level of plant			
	a. Complete shrub removal:			
	Up to 3" Diameter		No Quote	
	3" to 6" Diameter		No Quote	
	Over 6" Diameter		No Quote	
	Replacement of designated trees, shrubs and repair of damaged turf areas including watering:			
	b. Cost Per hour:		\$80.00	

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF Florida

COUNTY OF manatee

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] Cody Hunter, as [INSERT TITLE] Manager of [INSERT CONTRACTOR NAME] Hunter Lawn Care II, with full authority to bind (hereinafter "CONTRACTOR"), who being first duly sworn, deposes and says that CONTRACTOR:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 19-RO71524SR for manatee County.

DATED this 29th day of July, 2019.

Cody Hunter
Signature

The foregoing instrument was sworn to and acknowledged before me this 29th day of July, 2019, by Cody Hunter, as Manager of Hunter Lawn Care II. He/she is personally known to me or has produced _____ as identification.

Twila Sue Averill
Notary Public, State of Florida at Large

Commission No. _____

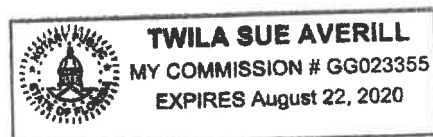


EXHIBIT D, INSURANCE REQUIREMENTS

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an "X" herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

☒ **Automobile Liability Insurance Required Limits**

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests' provisions.

☒ **Commercial General Liability Insurance Required Limits** (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests' provisions.

☒ **Employer's Liability Insurance**

Coverage limits of not less than:

- \$100,000 Each Accident
- \$500,000 Disease Each Employee
- \$500,000 Disease Policy Limit

☒ **Worker's Compensation Insurance**

☐ **US Longshoremen & Harbor Workers Act**

☐ **Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.

NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

☐ **Aircraft Liability Insurance Required Limits**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

☐ **Un-Manned Aircraft Liability Insurance (Drone)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

☐ **Installation Floater Insurance**

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

☐ **Professional Liability and/or Errors and Omissions (E&O) Liability Insurances**

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

☐ **Builder's Risk Insurance**

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

☐ **Cyber Liability Insurance**

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

☐ **Hazardous Materials Insurance (As Noted Below)**

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

☐ **Pollution Liability**

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ **Asbestos Liability (If handling within scope of Contract)**

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ **Disposal**

When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

☐ **Hazardous Waste Transportation Insurance**

CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

☐ **Liquor Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

☐ **Garage Keeper's Liability Insurance**

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include

limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

☐ **Bailee's Customer Liability Insurance**

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR'S care, custody and control.

☐ **Hull and Watercraft Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

☐ **Other [Specify]**

BOND REQUIREMENTS

☐ **Bid Bond**

A Bid Bond in the amount of \$_____ or ____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of \$_____ or ____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

☐ **Payment and Performance Bond**

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice

of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

I. INSURANCE REQUIREMENTS

II. The Policies Are To Contain, Or Be Endorsed To Contain, The Following Provisions:

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers. In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.
- b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the COUNTY.

General Insurance Provisions Applicable To All Policies

Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

- a. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division**

**1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205**

- b. The project's solicitation number and title shall be listed on each certificate.
- c. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- d. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- e. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- f. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.
- g. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
- h. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.
- i. CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.
- j. The enclosed Hold Harmless Agreement shall be signed by the CONTRACTOR and shall become a part of the contract.
- k. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
- l. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

III. BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the CONTRACTOR agrees should its proposal be accepted, **to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award.** The CONTRACTOR further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The CONTRACTOR further agrees that in case the CONTRACTOR fails to enter into an

Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a CONTRACTOR, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the CONTRACTOR shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Florida Statutes § 255.05, covering the faithful performance by the CONTRACTOR of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONTRACTOR to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in CONTRACTOR being deemed nonresponsive. Bonds must be in the form prescribed in Florida Statutes § 255.05, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Florida Statutes § 255.05.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", **within ten (10) calendar days after issuance of notice of intent to award.**

In addition, pursuant to Florida Statutes § 255.05(1)(b), Florida Statutes, prior to commencing work, the CONTRACTOR shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Florida Statutes § 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONTRACTOR. Failure of the CONTRACTOR to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONTRACTOR or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the CONTRACTOR of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

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CONTRACTOR'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the insurance requirements applicable to any contract resulting from this solicitation and shall provide the insurances required by this Attachment within ten (10) days from the date of Notice of Intent to Award.

Bidder Name:

Hunter Lawn Care II

Date:

Jun 26, 19

Signature
(Authorized
Official):

Cody Hunter

Printed Name/Title:

Cody Hunter CEO

Insurance Agency:

Hiscox Inc.

Agent Name:

Kim Iwanski

Agent Phone:

941-758-0477

Please return this signed statement with your Agreement.