

## Resolution No. 2022-3098

**A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023 for the purchase of sod replacement services from Lake Gem Farms, LLC; providing for implementing administrative actions; providing for a savings provision; providing for conflicts; providing for severability and providing for an effective date.**

**Whereas**, the Commission of the City of Sanford, Florida has adopted an annual operating budget for the fiscal year beginning October 1, 2022 and terminating on September 30, 2023 specifying certain projected revenues and expenditures for the operations of Sanford municipal government; and

**Whereas**, the City's budget presumes that each department generally will, to the best of their ability, maintain its expenditures within its allocated budgeted level and exercise prudence in expending funds during the course of the City's fiscal year; and

**Whereas**, from time-to-time circumstances and events may require that the original City budget may need revision such as for the purchase of sod replacement services for the Sanford Municipal Cemetery from Lake Gem Farms, LLC; and

**Whereas**, the City Commission, in its judgment and discretion, has the authority to adjust the budget to more closely coincide with actual and expected events.

**Now, therefore, be it adopted and resolved by the City Commission of the City of Sanford, Florida as follows:**

### **Section 1. Adoption of Budget Amendment; Lake Gem Farms, LLC**

The annual operating budget of the City of Sanford for the fiscal year beginning October 1, 2022 and terminating on September 30, 2023 is hereby revised and

amended by Attachment "A" that relates to the purchase of sod replacement services from Lake Gem Farms, LLC. The Attachment is hereby incorporated into this Resolution as if fully set forth herein verbatim. Except as amended herein, the annual operating budget for the City of Sanford for fiscal year beginning October 1, 2022 and terminating on September 30, 2023 shall remain in full force and effect.

**Section 2. Implementing administrative actions.**

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed necessary and appropriate in order to procure the purchase of sod replacement services from Lake Gem Farms, LLC.

**Section 3. Savings.**

The prior actions of the City of Sanford relating to the adoption of the City budget and related activities are hereby ratified and affirmed.

**Section 4. Conflicts.**

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

**Section 5. Severability.**

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.


**Section 6. Effective Date.**

This Resolution shall become effective immediately upon enactment.

**Passed and adopted this** 12th day of December, 2022.

Attest:

**City Commission of the City of  
Sanford**

  
Traci Houchin, MMC, FCRM  
City Clerk



  
Art Woodruff  
Mayor

For use and reliance of the Sanford  
City Commission only.  
Approved as to form and legality.

  
William Colbert, City Attorney

# REQUEST FOR BUDGET AMENDMENT

Fiscal Year 2022

Department: Parks and Recreation

Division: Parks & Grounds

Date: 12/4/2022



**CHANGES IN REVENUES**

REVENUE ACCOUNT NUMBER						Current Budget	Current Unrealized (Budget)	Amount of Change	Adjusted Unrealized	
Fund	Revenue	Act Cd	Ele	Project #	Revenue Account Title					
002	0000	389	98	00	Use of Reserves	\$ -	\$ -	\$ 425,664	\$ 425,664	
<b>TOTAL CHANGES IN REVENUES</b>								<b>\$ 425,664</b>		

**CHANGES IN EXPENDITURES**

EXPENDITURE ACCOUNT NUMBER						Current Budget	Current Balance	Amount of Change	Remaining Balance	
Fund	Dpt/Div	Activity	Obj	Ele	Project #					Expenditure Account Title
002	5508	572	46	00	FEIA22	Repair & Maintenance	\$ -	\$ (5,839)	\$ 425,664	\$ 419,825
<b>TOTAL CHANGES IN EXPENDITURES</b>								<b>\$ 425,664</b>		

REASON FOR AMENDMENT: Replace sod due to damage from Hurricane Ian

DIRECTOR APPROVAL:  Dec 5, 2022  Dec 5, 2022

FINANCE APPROVAL:  DATE: 12/5/22

CITY MANAGER APPROVAL:  DATE: 12/7/2022

CITY COMMISSION AGENDA DATE: 12.12.22 APPROVED? Y

**FOR FINANCE USE**

Entry Date: 1/3/2023 Batch Number: B#1217 Document #: BA 03-102  
 S. Posey RES# 3098  
 CCM# 22-297

**Lake Jem Farms, LLC Piggyback Contract (PBA 22/23-215)  
for the Provision of Sod Installation and Maintenance  
(Bid 22-0804-B-YR)**

The City of Sanford, Florida, a Florida municipal corporation (hereinafter referred to as the "City") enters this "Piggyback" Contract (hereinafter referred to as the "Contract") with Lake Jem Farms, LLC, a Florida limited liability company (hereinafter referred to as the "Vendor"), whose principal and mailing address is 862 South Duncan Drive, Tavares, Florida 32779, under the terms and conditions hereinafter provided. The City and Vendor may be collectively referenced herein as the "Parties."

The City and Vendor agree as follows:

1. The Purchasing Policy for the City of Sanford allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The Parties agree that Vendor has entered into a contract with The School Board of Lake County (hereinafter referred to as "SBLC"), said contract being identified as "Bid 22-0804-B-YR," as said contract may have been amended, relating to the provision of sod installation and maintenance services (said original contract documents being referred to as the "Original Government Contract").

2. The Original Government Contract is incorporated herein by reference and is attached as Exhibit "A" to this Contract. All of the terms and conditions set out in the Original Government Contract are fully binding on the Parties and said terms and conditions are incorporated herein; provided, however, that the City will negotiate and enter work orders/purchase orders with Vendor in accordance with City policies and procedures for particular goods and services. All pricing shall be F.O.B., City Hall, City of Sanford, with most favored nation pricing.

3. Notwithstanding the requirement that the Original Government Contract is fully binding on the Parties, the Parties have agreed to modify certain technical provisions of the Original Government Contract as applied to this Contract between Vendor and the City, as follows:

- a. Time Period ("Term") of this Contract: This Contract shall be effective as of the date of execution hereof by or on behalf of the City and remain in effect through October 9, 2023. The City shall have the right, but not the obligation, to extend the term of this Contract for three (3) additional periods of one (1) year at the City's sole option at the terms noted in the Bid.
- b. Insurance Requirements of this Contract: Certificate(s) are to be provided by Vendor naming City as additional insured or certificate holder for insurance coverage. Said coverage is required to be maintained by Vendor in accordance with Exhibit B attached hereto.
- c. For other provisions of the Original Government Contract that will be modified see [Contract-Terms-And-Conditions-For-Web-Based-System-Revised-11.8.2021.pdf \(sanfordfl.gov\)](#). The Parties shall also be bound by the purchasing policies and procedures of the City as well as the controlling provisions of Florida law. Work orders shall be used, in accordance therewith, in the implementation of this Contract to the extent deemed necessary by the City in its sole and absolute discretion.
- d. Address change for the City: Notwithstanding the address and contact information for the government entity as set out in the original government contract, Vendor agrees that it shall send notices, invoices and shall conduct all business with the City to the attention of City Manager, at: City of Sanford, 300 North Park Avenue; Sanford, Florida 32771. The City Manager's designated representative for this Contract is:

Lisa Jones, Director  
Parks and Recreation Department  
City of Sanford  
Post Office Box 1788  
Sanford, Florida 32772-1788  
Phone: 407.688.5120

- e. Notwithstanding anything in the Original Government Contract to the contrary, the venue of any dispute will be in Seminole County, Florida. Litigation between the Parties arising out of this Contract shall be in Seminole County, Florida in the Court of appropriate jurisdiction. The laws of the State of Florida shall control any dispute between the Parties arising out of or related to this Contract, the performance thereof or any products or services delivered pursuant to such Contract.
- f. Notwithstanding any other provision in the Original Government Contract to the contrary, there shall be no arbitration with respect to any dispute between the Parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the court of appropriate jurisdiction in Seminole County, Florida, with the Parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.
- g. All the goods and services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any Federal, State or local regulatory agency.
- h. Vendor understands that Florida Statutes, Chapter 119 – Public Records shall be applicable to this Contract and acknowledges review of, and adherence to, the following disclosures from the City:
  - I. **IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (VENDOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 688-5012, TRACI HOUCHIN, CMC, FCRM, CITY CLERK, CITY OF SANFORD, CITY HALL, 300 NORTH PARK AVENUE, SANFORD, FL 32771, TRACI.HOUCHEIN@SANFORDFL.GOV.**
  - II. In order to comply with Section 119.0701, *Florida Statutes*, public records laws, Vendor must:
    - A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

- B. Provide the public with access to public records on the same terms and conditions that the City would provide the records and 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 and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Vendor upon termination of the contract 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 City in a format that is compatible with the information technology systems of the City.
- III. If Vendor does not comply with a public records request, the City shall enforce the contract provisions in accordance with this Agreement.
- IV. Failure by Vendor to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. Vendor shall promptly provide the City with a copy of any request to inspect or copy public records in possession of Vendor and shall promptly provide the City with a copy of Vendor's response to each such request.
- i. Vendor shall afford "Most Favored Nation" pricing to the City and, to the extent necessary for the City to comply with controlling law or the conditions of grants or funding from other governmental agencies or entities, agree to contract terms and conditions



required from or by said grants or funding sources. Vendor agrees to perform, consistent with those provisions of controlling law as if mandatory, contractual provisions of grantor agencies or entities were a part of this Agreement.

- j. Vendor, in the event of any ambiguity in the contractual relationship between Vendor and the City, shall comply with all "Standard Contractual Terms and Conditions", as provided on the City's website, which website can be reached and accessed, as well as said terms and conditions reviewed, at: ([Contract-Terms-And-Conditions-For-Web-Based-System-Revised-11.8.2021.pdf](#) ([sanfordfl.gov](#)))
- k. All other provisions in the Original Government Contract are fully binding on the Parties and will represent the agreement between the City and Vendor.
- l. The following provisions shall apply to the provision of goods and services under the provisions of this Contract, and shall prevail in the event of inconsistency when procuring goods or services as set forth relative to the *American Rescue Plan Act* ("ARPA") in the event the City elects to use Federal assistance provided to the City by the US Department of Treasury under ARPA, Sections 602(b) and 603(b) of the Social Security Act, Public Law Number 117-2 (March 11, 2021). Accordingly, the following terms and conditions apply to Vendor, as a contractor of the City according to the City's Award Terms and Conditions agreed to by the City under the ARPA and its implementing regulations; and as established by the Treasury Department: All provisions and requirements of Part 200, *Code of Federal Regulations*, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards".

4. This Agreement shall be effective as of the date of execution of this Agreement by, or on behalf of, the City of Sanford.

[SIGNATURES ON FOLLOWING PAGE]

**Attest:**

**LAKE JEM FARMS, LLC**, a Florida limited liability company

**By: LJF ORLANDO, LLC**, a Florida limited liability company

**By: LJF Holdco, Inc.**, a Florida corporation

By: Kristi Mansfield  
Signature

By: MGarretson  
Signature

Kristi Mansfield  
Printed Name

Michelle Garretson  
Printed Name

Accounts Payable  
Title

Contract Coordinator  
Title

Date: December 5 2022

**Attest:**

**CITY OF SANFORD**, a Florida municipal corporation

By: Traci Houchin  
Traci Houchin, CMC, FCRM, City Clerk

By: Art Woodruff  
Art Woodruff, Mayor

Date: 12-12-22



Approved as to form and legal sufficiency.

By: William L. Colbert  
William L. Colbert City Attorney

**Exhibit "A"**

[Attach original government contract]

## EXHIBIT "B"

### INSURANCE REQUIREMENTS

(1) Vendor shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the City unless the bid documents exclude or include certain types of insurance coverage or the level of coverage:

- (a) Workers Compensation/Employer Liability: Vendor shall provide Worker's Compensation for all employees. The limits will be statutory limits for Worker's Compensation insurance and \$3,000,000 for Employer's Liability.
- (b) Comprehensive General Liability: Vendor shall provide coverage for all operations including, but not limited to, contractual, products, complete operations, and personal injury. Commercial General Liability is to include premises/operations liability, products and completed operations coverage, and independent vendor's liability or owner's and vendor's protective liability. The limits will not be less than \$2,000,000 Combined Single Limit (CDL) or its equivalent.
- (c) Comprehensive Automobile Liability: Vendor shall provide complete coverage for owned and non-owned vehicles for limits not less than \$2,000,000 CSL or its equivalent.
- (d) Professional Liability: Vendor shall provide coverage for all professional services performed. The limits will not be less than \$2,000,000 CSL or its equivalent.
- (e) Sex Abuse Liability: Vendor shall provide coverage with limits not less than \$1,000,000 CDL or its equivalent.

(2) All insurance other than Workers Compensation to be maintained by Vendor shall specifically include the City as an additional insured.

(3) For additional insurance requirements reference is made to the requirements shown in the City's CONTRACT TERMS AND CONDITIONS FOR ALL CITY PROCUREMENTS ([Contract-Terms-And-Conditions-For-Web-Based-System-Revised-11.8.2021.pdf \(sanfordfl.gov\)](#)).

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Contractor shall be responsible for sod installation and maintenance of athletic fields at Lake County Schools as follows:

#### **I. GENERAL INFORMATION**

- A. Contractor shall furnish all necessary labor, materials, and equipment to prepare field surfacing, supply, deliver, and install sod as requested by School Board. When installation is required, Contractor shall be responsible for grading, stripping of old sod, and the delivery, installation and rolling of new sod as specified herein. It is Contractor's responsibility to become thoroughly familiar with the various work sites, with respect to soil conditions, facilities, access, and traffic.
- B. Contractor shall provide and maintain appropriate equipment for the field preparation, transport, off-loading, and installation of both rolls and pallets of sod as described herein.
- C. Contractor shall provide pallet sod squares in at least 2.5 square foot sections measuring 15 inches wide by 2 feet long, 1.5 inches thick, and maintaining these dimensions during installation.
- D. Contractor shall provide Big Roll sod (Bermuda Only) in 250 square foot rolls measuring 30 to 48 inches wide and at least 1.5 inches thick with stabilized netting removed during onsite installation.
- E. Contractor shall provide Sand Grown Tifway 419 or TifTuf, certified Bermuda sod in pallets or rolls that are a minimum of 1.5 inches in height from the sod's soil base.
- F. Contractor shall provide Bahia sod in pallets that are a minimum of 1.5 to 3 inches in height from the sod's soil base. Argentine or Pensacola Bahia may be substituted with prior approval from School Board's representative.
- G. Contractor shall permit School Board to pick up pallets of sod from Contractor at distribution sites upon request.

#### **II. RESPONSIBILITIES**

- A. Contractor shall coordinate with School Board staff to expedite each project upon receipt of a delivery order and shall provide the specified sod as scheduled, even if Contractor has to secure the specified sod from another source or state due to weather, timing, or availability. Within forty-eight (48) hours of receiving each delivery order, Contractor shall confirm receipt of the order and commencement of work with School Board's representative.
- B. School Board's representative shall communicate the scope of work to Contractor for areas scheduled for sod installations (each a "Project Scope"). Contractor shall measure the square footage and install layout with School Board's representative based on the Project Scope. Contractor shall provide a quote based on the Project Scope to School Board's representative, who will then submit the quote to School Board or School Board's designee for approval and establishment of a delivery order. Each time a delivery order is issued, School Board's representative will schedule a project start date with Contractor.

#### **III. FIELD PREPERATION**

- A. Contractor shall conduct field preparation prior to the installation of new sod, which shall include but not be limited to, the following (as identified in the Project Scope or the delivery order furnished by School Board's representative):

1. Scraping or rotovate existing field area to remove worn and uneven playing surfaces. Only with School Board's prior consent shall contractor be allowed to chemically remove sod.
  2. Scraped, rotovated, or chemically treated worn areas shall be at grade allowing for the new sod install to be level with the surrounding established turf allowing for positive surface drainage.
  3. Contractor shall use mechanical laser grading in areas greater than 4,000 sq. feet, identified for sod replacement always creating positive surface drainage bringing in clean fill topsoil containing no material larger than 2.0 millimeters and with a minimum composition of 80% sand and 20% clay or organic compost.
  4. Contractor shall use hand tools to remove all grass and debris to level the surface to match existing turf levels where mechanical laser grading is not used.
  5. Contractor shall be responsible for disposal of waste material off site, unless an on-site disposal area has been identified by School Board's representative or in the delivery order.
  6. Tilling scraped bare area, bringing in supplemental clean fill topsoil containing no material larger than 2.0 millimeters with a minimum composition of 80% sand and 20% clay or organic compost, leveling areas to receive new sod matching the existing surrounding grade (level) turf.
  7. Athletic fields requiring clay (premium ball clay only), such as softball, baseball, etc., shall be approved by School Board. The clay area shall also be determined and approved by School Board. The building of the pitcher's mound shall be done with clay bricks as approved by School Board. Also, the placement of the bases shall be approved by School Board.
  8. If the specified scope of work includes irrigation, then Contractor shall only use Rain Bird valves, controllers, and falcon heads, unless otherwise directed by School Board.
  9. Contractor shall keep the work area clean and free of any trash, debris, and dead grass. Installed sod shall be abutted firmly with other newly and existing sod to minimize gaps between installed pieces. Sod is not to be stretched when installed in rolls. All newly installed sod shall have good root to soil contact using a ride-on roller to close sod joints leveling the sod installation.
  10. Contractor shall ensure that sprinkler heads are not covered with newly installed sod and sprinkler heads are at grade upon completion of sod installation.
  11. Contractor shall ensure positive surface drainage as defined by not allowing water to accumulate in re-sodded areas for more than sixty (60) minutes after a rain event (i.e. essentially, no standing water).
- B. Fill material shall consist of a mix of USGA sand and compost. The minimum average ratio shall be 80% of sand to 20% clay or silt compost consisting of PH levels and soil nutrients that support the vigorous growth of Bermuda and Bahia grasses.
- C. Starter Fertilizer (8n-2p-8k Pre-treatment with root jell) shall be applied with sod installations to promote root establishment and vigorous growth of newly installed sod either by Big Roll or pallets (slabs).

#### IV. MATERIALS

- A. Bermuda Sod. All Bermuda sod varieties (e.g. Tifway 419, Tiftuf, and Latitude 36) shall have a habit of growth that is normal to the species, and shall be fresh cut within 24 hours of installation showing no yellowing or wilting. The material shall be well-formed, vigorous, and free from insects, pests, diseases, weeds, chemical, cultural, and weather damage. The sod shall be heavily foliated and sturdily established with the proper growing medium to allow for transplanting in the dimensions it was originally delivered. The Bermuda sod shall be from a sand based growing medium. Sod shall be available for quality inspection by School Board prior to pick up or delivery to the job site. Contractor shall provide School Board with "Certified" Bermuda certificates for each load delivered to the job site.
- B. Bahia Sod. All Bahia shall be Bahia (i.e. Argentine or Pensacola Bahia). These varieties shall have a habit of growth that is normal to the species and shall be fresh cut within 24 hours of installation showing no yellowing or wilting. The material shall be well formed, vigorous, and free from insects, pests, diseases, weeds, chemical, cultural, and weather damage. The sod shall be heavily foliated and sturdily established with the proper growing medium to allow for transplanting in the dimensions it was originally delivered. The Bahia sod shall be from a sand based growing medium. Sod shall be available for quality inspection prior to pick up or delivery to the job site. Upon request, Contractor will provide School Board proof describing the variety of Bahia delivered to the job site.
- C. Material Rejection. School Board shall have the right, at any stage of the planting operation, to reject all work and materials which do not meet the requirements of this scope of work. Any rejected material shall be removed from the site, and acceptable material substituted in its place, at no additional expense to School Board.
- D. Pick Up From Contractor's Location. Contractor shall make available pallet pick up orders for four (4) pallets (i.e. 1,600 square feet) or less, at distribution centers within Lake County, Florida. School Board staff shall be responsible for returning pallets without charge. Contractor shall not charge a deposit fee for pallets.

#### V. INSTALLATION

- A. Work Commencement. Installation shall be on an as-needed basis and as requested by School Board. Actual work shall start after a project conference and at a time and date mutually acceptable to School Board and Contractor within one week of a target installation date established by School Board's representative, barring any unfavorable weather conditions. Prior to beginning work, Contractor shall identify and protect all areas needing protection from heavy equipment (e.g. running tracks, tennis courts, etc.), so as to not cause damage.
- B. Sod. Big Roll sod backing (plastic netting) will be removed prior to installation. Rolls and pallet sod will be tightly abutted eliminating gaps and open seems. All new sod will be rolled with a ride-on roller to ensure soil to sod root contact eliminating air pockets and creating a smooth level surface.
- C. Safety. Contractor shall take all safety precautions to avoid accidents, injuries, or unnecessary delays, or hardships to Contractor's employees, School Board employees, Lake County Schools' students, and the general public.

- D. Landscape Foreman. Labor crews shall be directed by Contractor's landscape foreman, who shall be experienced in planting sod, adhering to specifications, reading blueprints, and coordinating work. Contractor's foreman shall be present at all project conferences, present all job sites during installation, and capable of communication effectively with School Board's representative.
- E. Final Grading. The surface shall be finished as "final grade". Contractor shall rake and restore the surfaces that have been disturbed by forklifts or other equipment during installation of new sod. A finish grade shall be at surface grade.
- F. Damage to Facilities. Contractor shall be responsible for any damage to equipment, facilities, and utilities during work on any project (e.g. sprinklers, pavement, buildings, water fountains, fencing, netting, running tracks, long jump and pole vault areas, etc.).
- G. Site Cleanliness. Contractor shall keep each job site free from accumulations of waste materials, trash, and rubbish. Contractor shall remove and dispose of excess soil and other matter created during execution of each project (e.g. net backing of sod, roll tubes, pallets, etc.).
- H. Notice of Completion. Contractor shall provide written notice to School Board's representative of completion of work within twenty-four (24) hours of project completion.

## VI. PROJECT COMPLETION, INSPECTION AND GUARANTEE

- A. Project Completion. Project completion occurs when all work described in the Project Scope and associated delivery order has been fully performed.
- B. Inspection. School Board's representative shall have two (2) business days after receipt of Contractor's notice of completion to conduct a walkthrough inspection with Contractor of the applicable job site. If such walkthrough inspection reveals any unsatisfactory materials or workmanship, as identified by School Board's representative, then Contractor shall have one (1) business day to correct the deficiencies, after which Contractor shall schedule another walkthrough and re-inspection with School Board's representative of the job site. If School Board's representative finds that Contractor satisfactorily addressed all noted deficiencies, then School Board's representative will issue a Receipt of Goods and Services authorizing payment in full to Contractor. If, however, School Board's representative finds Contractor failed to satisfactorily address all noted deficiencies, then School Board's representative will complete an Unsatisfactory Performance form to document the specific materials or workmanship that remains unsatisfactory and directing final payment to be withheld until the noted deficiencies are fully resolved.
- C. Guarantee. All sod shall be guaranteed for one (1) month from completion of planting (i.e. sod rooted and growing vigorously). Contractor shall, as Contractor's sole expense, replace any sod that does not remain in satisfactory condition, as determined by School Board's representative, through the end of the guarantee period. Such replacement shall occur within one (1) week after Contractor receives written notification from School Board. All sod replacements shall be of the same kind and type as originally provided and shall be furnished and planted as specified in the associated Project Scope or delivery order. All replacement sod shall be guaranteed for an additional one (1) month period from the date of planting. **School Board shall be responsible for maintaining proper moisture levels on newly installed sod to aid proper grow-in.**



## EXHIBIT "B" COMPENSATION

- I. School Board shall compensate Contractor pursuant to the payment schedule below.
- II. Contractor shall invoice School Board for all work performed, materials provided, and costs incurred by Contractor pursuant to this Agreement in accordance with the payment schedule below.
- III. Notwithstanding anything contained herein to the contrary, Contractor shall be entitled to no compensation for (i) work not actually performed, (ii) materials not actually provided, (iii) costs not actually incurred, (iv) work, materials, or costs not properly invoiced in accordance with the payment schedule below, (v) or work, materials, or costs not previously requested or authorized by School Board in writing.

### IV. PAYMENT SCHEDULE:

Bid #22-0004-B-YR										
Bid Name: Sod Installation and Restoration of Athletic fields										
Bid Open: September 19, 2022 @ 2PM										
Sod/Athletic Field - Purchase and Installation (Athletic and Non-Athletic)										
All prices are fully burdened										
Lake Jem Farms										
Ground Force LLC										
Item	LF	Description	Est Qty	UOM	Cost per UOM	Total Cost	Est Qty	UOM	Cost per UOM	Total Cost
<b>Non-Athletic Areas (Sod Squares by the roll)</b>										
1	2215831	Sod - Argentine Bahia (0 to 5,000 SF - material only, delivered cost)	23,500	SF	\$ 0.30	\$ 7,050.00	23,500	SF	\$ 0.32	\$ 7,520.00
2	2215834	Sod - Argentine Bahia (5,001 SF or more - material only, delivered cost)	23,000	SF	\$ 0.38	\$ 8,740.00	23,000	SF	\$ 0.32	\$ 7,360.00
3	2215936	Sod - St. Augustine Floratam (0 to 5,000 SF - material only, delivered cost)	1,500	SF	\$ 0.45	\$ 675.00	1,500	SF	\$ 0.55	\$ 825.00
4	2215939	Sod - St. Augustine Floratam (5,001 SF or more - material only, delivered cost)	1,500	SF	\$ 0.30	\$ 450.00	1,500	SF	\$ 0.48	\$ 720.00
5	2700223	Common Bermuda Sod Squares - (0 to 5,000 SF - material only, delivered cost)	1,000	SF	NA	\$ 0.00	1,000	SF	\$ 0.79	\$ 790.00
						\$ 15,965.00				\$ 18,180.00
<b>Non-Athletic Areas (Labor for installation only)</b>										
6	2215941	Argentine Bahia, Floratam, Bermuda Pastitized Sod (0 to 5,000 SF - Labor Only - complete sod installation, including all removal, sod installation, fine grading, rolling, and any miscellaneous preparation needed. Doesn't include sod material)	25,000	SF	\$ 0.85	\$ 21,250.00	25,000	SF	\$ 0.81	\$ 20,250.00
7	2899068	Argentine Bahia or Floratam pastitized sod (5,001 SF or more - Labor Only - complete sod installation, including all removal, sod installation, fine grading, rolling, and any miscellaneous preparation needed. Doesn't include sod material)	26,000	SF	\$ 0.80	\$ 20,800.00	26,000	SF	\$ 0.75	\$ 19,500.00
8	2828243	Argentine Bahia or Floratam (labor only to lay 0 to 5,000 SF in areas prepared by others)	5,000	SF	\$ 0.30	\$ 1,500.00	5,000	SF	\$ 0.48	\$ 2,400.00
						\$ 23,550.00				\$ 42,575.00
<b>Athletic Fields (Sod rolls)</b>										
9	2132902	ROLL Bermuda, Tifway 419, Tifut, and Latitude 36 sod - material only, delivered cost	245,000	SF	\$ 0.45	\$ 110,250.00	245,000	SF	\$ 0.51	\$ 124,950.00
<b>Athletic Fields (Labor)</b>										
10	2701428	Athletic Field Sod installation (0 to 17,000 SF - labor only including all removal, sod installation, fine grading, rolling, and any miscellaneous preparation needed including fertilizer. Does not include sod material)	45,000	SF	\$ 0.78	\$ 35,100.00	45,000	SF	\$ 1.00	\$ 45,000.00
11	2701429	Athletic Field Sod installation (17,000 SF or more - labor only including all removal, sod installation, fine grading, rolling, and any miscellaneous preparation needed including fertilizer. Does not include sod material)	200,000	SF	\$ 0.75	\$ 150,000.00	200,000	SF	\$ 1.03	\$ 206,000.00
12	2899010	Sprigging - labor and materials (419 Bermuda, Celebration, or Tifway)	1,000	SF	\$ 0.00	\$ 0.00	1,000	SF	\$ 0.00	\$ 0.00
						\$ 185,100.00				\$ 252,350.00
<b>Items 13-17 below pertain to both Non-Athletic and Athletic Sod Areas</b>										
13	2700180	Remove existing grassy materials - labor and equipment cost	2,000	SF	\$ 0.40	\$ 800.00	2,000	SF	\$ 0.53	\$ 1,060.00
14	2828244	Laser Grade Sod only - labor and equipment (To facilitate proper drainage only)	200,000	SF	\$ 0.17	\$ 34,000.00	200,000	SF	\$ 0.18	\$ 36,000.00
15	2828245	Furnish, spread and install topsoil materials (To facilitate proper drainage only)	90	CY	\$ 98.00	\$ 8,820.00	90	CY	\$ 82.00	\$ 7,380.00
16	2899009	Furnish, spread and install USGA sand - installation cost	100	CY	\$ 75.00	\$ 7,500.00	100	CY	\$ 58.00	\$ 5,800.00
17	2899011	Emergency watering (per event, 1 1/2" of water) (Only in event irrigation system is not functioning properly)	1,000	SF	\$ 0.45	\$ 450.00	1,000	SF	\$ 0.45	\$ 450.00
18		Top Dressing - Sand (by Truckload)	20	TON	\$ 30.00	\$ 600.00	20	TON	\$ 31.00	\$ 620.00
19		Top Dressing - Sand with 80/20 Mils (by Truckload)	20	TON	\$ 39.00	\$ 780.00	20	TON	\$ 33.00	\$ 660.00
20		Premium Clay 85/15 (by Truckload)	20	TON	\$ 47.50	\$ 950.00	20	TON	\$ 31.00	\$ 620.00
21		Aeration of existing sod	5,000	SF	\$ 0.40	\$ 2,000.00	5,000	SF	\$ 0.45	\$ 2,250.00
22		Startel Fertilizer 8-2-8 pretreatment with root jelly	5,000	SF	\$ 0.60	\$ 3,000.00	5,000	SF	\$ 0.62	\$ 3,100.00
23		Dumpster 20 Yd Roll Off	5	EA	\$ 425.00	\$ 2,125.00	5	EA	see note	\$ 0.00
24		Job Site Mobilization/Demobilization- 1 charge per job	5	Per job	\$ 650.00	\$ 3,250.00	5	Per job	see note	\$ 0.00
						\$ 45,570.00				\$ 48,620.00

**V. INVOICES.**

- A.** Invoices for hourly rate services shall be submitted monthly and shall include the following details for each separate task performed:
- (a) the date the task was performed;
  - (b) identification, by name or initials, of the person performing the task;
  - (c) a description, with reasonable particularity, of the task;
  - (d) the actual time expended to perform the task; provided;
  - (e) the hourly rate applicable to the individual performing the task; and
  - (f) the fee being charged for the task.
- B.** All other invoices shall be submitted monthly or when a specific project is completed, and shall include the following details for each separate task performed, where applicable:
- (a) Purchase order number;
  - (b) Name and address of vendor;
  - (c) Unique invoice number;
  - (d) Date and location of service/delivery;
  - (e) Itemized unit quantities and unit prices;
  - (f) Line item total or extended price, minimum contract discount; and
  - (g) All pricing must be in accordance with rates set forth in the payment schedule section of this Agreement.
- C.** Block or bundled billing entries, in which two or more tasks are blocked or bundled together into a single billing entry, are prohibited unless a lump sum award is approved.

## AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT FOR CONTRACTOR SERVICES is entered into by and between The School Board of Lake County, Florida, a political subdivision of the State of Florida, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 ("School Board"), and Lake Jem Farms, LLC, whose address is 862 S. Duncan Dr. Tavares, FL 32778 ("Contractor").

**WHEREAS**, School Board is responsible for operating and controlling all public K-12 schools located in Lake County, Florida (collectively referred to herein as "Lake County Schools") and is the statutory contracting agent for all Lake County Schools.

**WHEREAS**, School Board issued Invitation to Bid 22-0804-B-YR (the "Bid") seeking proposals from individuals or firms qualified to provide sod installation and maintenance of Lake County Schools athletic fields (the "Services").

**WHEREAS**, School Board desires to obtain the Services from Contractor and believes doing so will serve a valid public purpose and be to the economic advantage of School Board.

**WHEREAS**, Contractor is qualified, willing, and able to provide the Services to School Board in accordance with the Bid and this Agreement.

**WHEREAS**, Superintendent, Diane S. Kornegay, does not have any financial interest whatsoever in Contractor.

**WHEREAS**, no individual member of School Board has any financial interest whatsoever in Contractor.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, terms, and conditions set forth herein, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, School Board and Contractor hereby agree as follows:

- 1. Recitals.** The above recitals are true and correct and fully incorporated herein.
- 2. Term; Termination.** The term of this Agreement shall commence on October 10, 2022 and, unless earlier terminated in accordance herewith, shall end on October 9, 2023. School Board may extend the term of this Agreement for up to three (3) additional periods of one (1) year each by giving written notice to Contractor of School Board's intent to do so no later than sixty (60) days prior to the end of the term then in effect. This Agreement may be terminated by (i) either party, without cause, upon delivery of written notice of such intent to terminate this Agreement not less than ninety (90) days prior to the effective date of such termination, (ii) written agreement executed by Contractor and School Board, or (iii) immediately by School Board if Contractor fails to perform any of Contractor's duties or obligations created hereunder.
- 3. Scope of Services.** Contractor shall provide the Services in accordance with the Bid and **EXHIBIT "A"** attached hereto. Nothing contained herein shall be construed as obligating School Board to obtain the Services from Contractor or otherwise limiting School Board's right to obtain the Services from other vendors.
- 4. Payment.** School Board shall pay Contractor for the Services in accordance with the Bid and **EXHIBIT "B"** attached hereto. No other costs for the Services shall be billed to or paid by School Board.
- 5. Contact Person.** The primary contact person under this Agreement for Contractor shall be Michelle Garretson, Contract and Compliance Coordinator, who can be contacted at 352-415-0825 or [mgarretson@ljfholdco.com](mailto:mgarretson@ljfholdco.com). The primary contact person under this Agreement for School Board shall be Gary Rogers, Supervisor of Warehouse & Grounds, who can be contacted at [RogersG@lake.k12.fl.us](mailto:RogersG@lake.k12.fl.us) or 352-253-6744.

6. **Insurance.** Contractor shall comply with the following insurance requirements:
- A. Contractor shall maintain throughout the term of this Agreement:
    - (i) Comprehensive General Liability insurance in the amount of one million dollars (\$1,000,000) per occurrence; and
    - (ii) Automobile Liability Insurance, in an amount not less than five hundred thousand dollars (\$500,000) combined single limit per occurrence for bodily injury and property damage, covering all owned, non-owned, and hired vehicles that may be used by Contractor or any of Contractor's employees, agents, subcontractors, or representatives in connection with providing the Services to School Board; and
    - (iii) Workers' Compensation Insurance for all employees of Contractor as required by Florida Statutes. A Waiver of Subrogation in favor of School Board and its members, officers and employees shall be endorsed onto the workers' compensation policy.
  - B. "The School Board of Lake County, Florida, and its members, officers, and employees" shall be listed as an additional insured on all Comprehensive General Liability insurance and Automobile Liability insurance policies described herein.
  - C. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of Contractor.
  - D. Contractor shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:
    - (i) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company; or
    - (ii) With respect only to the Workers' Compensation Insurance, the company may be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.
  - E. Neither approval nor failure to disapprove the insurance furnished by Contractor to School Board shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Agreement.
  - F. Contractor shall be responsible for assuring that the insurance remains in force for the duration of this Agreement, including all renewals or extensions hereof. Contractor shall be responsible for notifying School Board within forty-eight (48) hours upon receipt of any cancellation notice or intent to non-renew. If the insurance is scheduled to expire during the term of this Agreement, then Contractor shall be responsible for submitting new or renewed certificates of insurance to School Board at a minimum of fifteen (15) calendar days in advance of such expiration.

- G. Contractor shall deliver to School Board a certificate of insurance for each of the above-described policies within ten (10) days after full execution of this Agreement. Such certificates of insurance shall be delivered to:

The School Board of Lake County, Florida  
Purchasing Department  
29529 County Road 561  
Tavares, Florida 32778

- H. The name and address of the Certificate Holder on each certificate of insurance must be:

The School Board of Lake County, Florida  
201 West Burleigh Boulevard  
Tavares, Florida 32778

- I. If Contractor fails to maintain insurance as required herein, then such failure shall constitute a material breach of this Agreement and School Board shall have the right to terminate this Agreement without further liability. Further, Contractor agrees that upon such breach, School Board may take any action necessary at law or in equity to preserve and protect School Board's rights.

7. **Indemnification.** Contractor hereby indemnifies and holds School Board harmless from and against all losses, liabilities, damages, claims, causes of action, and expenses, including, without limitation, attorneys' fees and court costs regardless of whether a lawsuit has been filed, arising out of or relating to (i) any breach of or default under this Agreement directly or indirectly caused by Contractor or any of Contractor's members, officers, agents, employees, subcontractors, suppliers, or representatives, (ii) any unpaid costs or expenses related to any labor, services, or materials furnished by, to, or on behalf of Contractor pursuant to this Agreement or (iii) any error, mistake, act, omission, or negligence on the part of Contractor or any of Contractor's members, officers, agents, employees, subcontractors, suppliers, or representatives while performing the Services. The foregoing indemnity shall apply in all circumstances except where School Board is solely negligent. Within three (3) business days after receiving notice of any claim asserted against Contractor and School Board, Contractor shall deliver written notice to School Board and School Board shall have the right, but not the obligation, to participate in the defense of any such claim. Failure to provide timely notice of any claim asserted against Contractor and School Board shall constitute a default by Contractor hereunder. This paragraph shall survive the expiration or earlier termination of this Agreement.

8. **Sovereign Immunity.** Notwithstanding anything contained herein to the contrary, nothing herein shall be construed as a waiver by School Board of sovereign immunity or of any rights, privileges, or limits to liability existing under Section 768.28, Florida Statutes. Any liability on the part of School Board hereunder shall be subject to School Board's right to sovereign immunity and any other limitations provided to School Board under Florida law. This paragraph shall survive the expiration or earlier termination of this Agreement.

9. **Laws and Regulations.** Contractor shall be solely responsible for obtaining all permits and licenses necessary to provide the Services and for complying with all federal, state, and local laws, codes, rules, regulations, ordinances, and orders of any public, quasi-public, or other governmental entity concerning performance of the Services.

**10. Access to Financial Records.** Contractor will maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. Contractor shall ensure that such records are available for examination by School Board during Contractor's normal business hours. Contractor shall maintain such records for a period of three (3) years after the date of the invoice. This paragraph shall survive the expiration or earlier termination of this Agreement.

**11. Contingent Fees Prohibited.** Contractor warrants that he or she 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 he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, School Board shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift, or consideration paid in breach of this Agreement. This paragraph shall survive the expiration or earlier termination of this Agreement.

**12. Non-Appropriation.** Notwithstanding anything contained herein to the contrary, School Board's obligation to purchase and pay for goods and services under this Agreement is contingent on the annual appropriation and availability of sufficient funds, as determined in School Board's sole and absolute discretion, to pay for such goods and services. If School Board determines the annual appropriation or availability of funds is insufficient to allow School Board to fulfill its obligations hereunder, then (a) School Board shall give written notice to Contractor, (b) Contractor shall have the option to terminate this Agreement within fifteen (15) days after receipt of said notice, (c) School Board shall remain obligated to pay for all goods and services actually delivered or provided to School Board prior to Contractor's receipt of said notice, and (d) in no event shall School Board's failure to fully perform, if caused by insufficient annual appropriation or availability of funds, constitute a breach of this Agreement or an event of default hereunder, or otherwise trigger any late charges or similar penalties.

**13. Independent Contractor.** Contractor acknowledges and agrees that it is an independent contractor for the limited purpose of providing the Services, and nothing in this Agreement shall be construed as creating any other type of relationship, including, without limitation, partnership, joint venture, or agency, between Contractor and School Board. Neither Contractor nor any of Contractor's members, officers, agents, representatives, employees, subcontractors, suppliers, or independent contractors shall be deemed to be employed by School Board or eligible to receive insurance or other employment benefits provided by School Board to its employees, including, without limitation, workers' compensation insurance, unemployment insurance, or retirement benefits. Further, Contractor will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. Notwithstanding anything contained herein to the contrary, in no event shall School Board be liable or otherwise responsible for the acts or omissions of Contractor under the doctrine of respondeat superior or any similar legal theory. This paragraph shall survive the expiration or earlier termination of this Agreement.

**14. Approval of Personnel.** School Board reserves the right to approve the contact person and the persons actually performing the Services on behalf of Contractor pursuant to this Agreement. If School Board, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing Services on behalf of Contractor pursuant to this Agreement, then School Board may require that Contractor assign a different person or persons to be the contact person or to perform the Services hereunder.

15. **Background Investigations.** Contractor hereby represents and warrants that Contractor has read and is familiar with Sections 1012.315, 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes regarding background investigations. Contractor shall comply with all requirements of all such statutes and shall provide School Board with proof of such compliance upon request. Contractor's failure to fully comply with the requirements of this paragraph or Sections 1012.315, 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes, shall constitute a default by Contractor hereunder.

16. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by United States registered or certified mail (return receipt requested), sent by recognized overnight courier, or sent by e-mail addressed as follows:

If to School Board: Lake County Schools  
Attn: Diane S. Komegay  
201 West Burleigh Blvd.  
Tavares, FL 32778  
komegayd@lake.k12.fl.us

If to Contractor: Lake Jem Farms, LLC  
Attn: Michelle Garretson  
862 South Duncan Drive  
Tavares, FL 32778  
Email: mgarretson@ljfholder.com

Notices shall be deemed effective only if sent to each address listed for the intended recipient party, or such other address as may be subsequently provided by that party in writing. Notices personally delivered, sent by United States registered or certified mail, or sent by overnight courier shall be deemed given on the date of receipt. Notices sent by e-mail shall be deemed sent upon transmission if sent to the recipient party's e-mail address shown above and the e-mail message is not returned to the sender as being undeliverable. For the purposes of this Agreement, the attorney for any of the parties to this Agreement shall be permitted to deliver any and all notices under this Agreement on behalf of his or her client, and any notice so delivered by said attorney shall be deemed as delivered by his or her client as if his or her client had delivered the same directly.

17. **Confidential Information.** All student records, data, personnel records, and other confidential information (collectively "**Confidential Information**") that comes within Contractor's possession in the course of providing goods or services to School Board shall be held in confidence by Contractor in strict compliance with all confidentiality and disclosure provisions of all applicable federal and state laws, rules, and regulations, including, without limitation, the Family Educational Rights and Privacy Act, Chapter 1002, Florida Statutes, and all relevant policies of School Board (collectively referred to herein as "**Privacy Laws**"). Contractor shall not copy or otherwise remove any Confidential Information from any electronic device owned or controlled by School Board without School Board's prior written authorization. Contractor understands and acknowledges that any unauthorized disclosure of Confidential Information may violate Privacy Laws and may result in penalties other than damages for which Contractor shall be liable and for which Contractor hereby expressly indemnifies and holds School Board harmless from and against. This paragraph shall survive the expiration or earlier termination of this Agreement.

18. **Public Records Retention.** To the extent doing so will not violate any federal law relating to confidentiality of records, Contractor shall comply with the Florida Public Records Law, Chapter 119, Florida Statutes by:

- A. Keeping and maintaining all public records required by School Board to perform the service.

- B. Providing to School Board, upon request from School Board's Custodian of Records, a copy of any requested records or allowing such records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowable under Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensuring all public records that are exempt or confidential and exempt from disclosure under Chapter 119, Florida Statutes, are not disclosed except as otherwise authorized by law for the duration of this Agreement and following completion of this Agreement if Contractor does not transfer the records to School Board.
- D. Upon completion of this Agreement, either (1) transferring to School Board, at no cost to School Board, all public records in Contractor's possession and destroying any duplicate copies of public records that are exempt or confidential and exempt from disclosure under Chapter 119, Florida Statutes, or (2) continuing to keep and maintain all public records required by School Board to perform the service in accordance with all applicable requirements for retaining public records. All records stored electronically by Contractor must be provided to School Board in a format that is compatible with School Board's information technology systems.

Notwithstanding anything contained herein to the contrary, failure to comply with the above provisions shall constitute a default and material breach of this Agreement by Contractor and shall give School Board the option, but not the obligation, to immediately terminate this Agreement without penalty. If School Board elects to terminate this Agreement, then Contractor may be liable for all costs associated with School Board securing the same services, including without limitation any increase in costs for the same services and the cost to solicit additional bids.

**CONTRACTOR SHALL DIRECT ALL QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT TO SCHOOL BOARD'S CUSTODIAN OF RECORDS AT (352) 253-6513 OR CHALLENGERN@LAKE.K12.FL.US OR 201 WEST BURLEIGH BLVD, TAVARES, FL 32778.**

19. **Debarment.** Contractor hereby certifies that, to the best of its knowledge and belief, neither Contractor nor any of Contractor's owners, principals, or officers (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency, (ii) are presently indicted or otherwise criminally charged with, or have, within the past five (5) years, been convicted of or had a civil judgment rendered against them for, commission of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, or (iii) have, within the past five (5) years, had one or more public transactions (federal, state or local) terminated for cause or default. Contractor shall notify School Board within thirty (30) days after the occurrence of any of the foregoing and the failure to do so shall constitute a default by Contractor hereunder.

20. **E-Verify System.** Contractor understands and acknowledges that, pursuant to Section 448.095, Florida Statutes, Contractor is a contractor subject to the following:



- A. Contractor shall use the U.S. Department of Homeland Security's E-Verify system, available at <https://www.e-verify.gov/>, to verify the work authorization status of all employees hired during the term of this Agreement.
- B. If Contractor employs any subcontractors to perform the Services, then Contractor shall require each subcontractor to also use the E-Verify system to verify the work authorization status of all employees hired by such subcontractor during the term of this Agreement. In addition, each subcontractor shall provide to Contractor an affidavit stating they do not employ, contract with, or subcontract with any unauthorized aliens, as defined in Section 448.095(1)(k), Florida Statutes. Contractor shall keep and maintain said affidavit for the duration of this Agreement and shall provide a copy to School Board upon receipt.
- C. Contractor shall provide evidence of compliance with Section 448.095, Florida Statutes, within fifteen (15) days after full execution of this Agreement and thereafter as often as requested by School Board. Satisfactory evidence of compliance with Section 448.095, Florida Statutes, includes without limitation written notice of Contractor's E-Verify number.
- D. Notwithstanding anything contained herein to the contrary, failure to comply with the above provisions shall constitute a default and material breach of this Agreement by Contractor and shall give School Board the option, but not the obligation, to immediately terminate this Agreement without penalty. If School Board elects to terminate this Agreement, then Contractor may be liable for all costs associated with School Board securing the same services, including without limitation any increase in costs for the same services and the cost to solicit additional bids.

**21. Disclosure of Conflict.** Contractor shall disclose to School Board any situation or circumstance that has the potential to create a conflict of interest concerning Contractor's performance of its duties and obligations under this Agreement.

**22. Modifications.** This Agreement may not be modified or amended nor shall any provision of it be waived except in writing signed by Contractor and School Board, or their respective agents acting under express written authority to do so. No oral agreement, statement, promise, undertaking, understanding, arrangement, act, or omission of either party, occurring after the date hereof may be deemed an amendment or modification to this Agreement unless reduced to writing and signed by Contractor and School Board, or their respective agents acting under express written authority to do so.

**23. Assignability.** This Agreement is binding on and shall inure to the benefit of Contractor and its successors and assigns; provided, however, that Contractor may not assign any of its rights or obligations contained in this Agreement without School Board's prior written consent.

**24. No Third Party Beneficiary Rights.** No provision of this Agreement is intended or shall be construed to provide or create any third-party beneficiary right or any other right of any kind in any entity, manager, member, employee, subcontractor, officer, director, shareholder, partner, owner, agent, or associate of any party hereto, or in any other person, unless otherwise specifically provided for herein, and, except as so provided, all terms and provisions hereof shall be personal solely between the parties to this Agreement.

**25. Counterparts.** This Agreement may be executed in as many counterparts as may be required, each of which when so executed shall be deemed an original, but all of which when taken together shall constitute a single agreement. An electronic or facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

26. **Incorporation.** The Bid is fully incorporated as if set forth herein by reference. Any conflict between the terms of the Bid and this Agreement shall be controlled by this Agreement.

27. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire agreement between Contractor and School Board and replaces all prior communications, understandings, representations, arrangements, and agreements, whether oral or written, between or among them related to the terms and subject matter of this Agreement that were not otherwise reduced to writing and incorporated herein.

28. **Severability.** If for any reason any of the covenants, agreements, terms, or provisions contained herein shall be determined to be invalid or unenforceable by a court of competent jurisdiction, then the validity of the remaining covenants, agreements, terms, and provisions hereof shall be in no way affected, prejudiced, or disturbed by said determination and this Agreement shall be automatically conformed to the law and shall continue in full force and effect.

29. **Governing Law.** The laws of the State of Florida shall apply to and control any dispute concerning the interpretation, construction, performance, or enforcement of this Agreement. Contractor and School Board hereby agree that the exclusive jurisdiction for any legal proceeding arising out of or relating to this Agreement shall be the courts serving Lake County, Florida and Contractor and School Board hereby waive any challenge to personal jurisdiction or venue in that court.

30. **Waiver.** No delay or failure on the part of any party hereto in exercising any right, power, or privilege under this Agreement shall impair any such right, power, or privilege, or be construed as a waiver or acquiescence thereto. No waiver shall be valid against any party, unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

31. **Prevailing Party Attorneys' Fees.** If either Contractor or School Board bring a legal action or proceeding arising out of or relating to this Agreement or because of an alleged dispute, breach, default, or misrepresentation or for a declaration of the rights and obligations in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and other costs incurred in that action or proceeding in addition to any other relief to which the prevailing party may be entitled.

32. **Force Majeure.** Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, hurricanes or tropical storms, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the delayed cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

33. **Construction.** This Agreement shall be construed as if Contractor and School Board jointly prepared this Agreement, and any uncertainty or ambiguity shall not be construed against any one party. Whenever applicable in this Agreement, the use of the singular shall include the plural and the use of the plural shall include the singular. The headings used in this Agreement are solely for convenience of reference and shall not control the meaning or interpretation of this Agreement.

34. **Authority.** Each party signing below represents and warrants they possess full authority to enter into this Agreement and to lawfully and effectively bind the entities they purport to represent.

IN WITNESS WHEREOF, Contractor and School Board have executed this Agreement on the respective dates set forth below.

The School Board of Lake County, Florida

By: Stephanie Luke

Stephanie Luke, Chairperson

Date: 10-10-2022

Attest: [Signature]  
Diane S. Kornegay, Superintendent

Approved as to form:

[Signature]  
School Board Attorney

Lake Jem Farms, LLC

By: [Signature]

Corey Warner, CEO

E-Verify #: \_\_\_\_\_

Date: Oct. 11, 2022

Quote



Lake Jem Farms, LLC  
 862 S. Duncan Dr.  
 Tavares, FL 32778  
 (352) 383-7196

Order Number: 0122974  
 Order Date: 12/2/2022  
 Ship Date: 8/27/2025  
 Salesperson: SM  
 Customer Number: 00-CITSAN

**Sold To:**  
 City of Sanford  
 Finance Department  
 PO Box 1788  
 Sanford, FL 32772  
**Confirm To:**  
 Robert Beall 407 314 8311

**Ship To:**  
 City of Sanford  
 Marina  
 300 north park ave  
 Sanford, FL 32772

Customer P.O.	Ship VIA	F.O.B.	Terms			
			COD			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
Remove existing grssy material	EACH	18,000.0	0.0	0.0	0.400	7,200.00
furnish spread & install soil	EACH	138.0	0.0	0.0	98.000	13,524.00
dumpster 20yd rolloff	EACH	3.0	0.0	0.0	425.000	1,275.00
8-2-8 with root gel	SQFT	18,000.0	0.0	0.0	0.030	540.00
Pallet of Floratam 400 sqft	P400	45.0	0.0	0.0	220.000	9,900.00

We have inspected the above shipment of goods and accept it as satisfactory and we assume all responsibility for the care and treatment of the goods as of the date hereof. Buyer shall pay to seller responsible cost of collection of money due and unpaid including reasonable attorneys' fees. Buyer shall pay to seller a service charge of 1.5% per month on overdue, unpaid balance in addition to maximum legal interest. The venue for any legal action will be in Lake County Florida

Sign \_\_\_\_\_ Date \_\_\_\_\_

Net Order: 32,439.00  
 Less Discount: 0.00  
 Freight: 0.00  
 Sales Tax: 0.00  
**Order Total: 32,439.00**

Quote



Lake Jem Farms, LLC  
 862 S. Duncan Dr.  
 Tavares, FL 32778  
 (352) 383-7196

Order Number: 0122973  
 Order Date: 12/2/2022  
 Ship Date: 8/27/2025  
 Salesperson: SM  
 Customer Number: 00-CITSAN

**Sold To:**  
 City of Sanford  
 Finance Department  
 PO Box 1788  
 Sanford, FL 32772  
**Confirm To:**  
 Robert Beall 407 314 8311

**Ship To:**  
 City of Sanford  
 North Shore  
 300 north park ave  
 Sanford, FL 32772

Customer P.O.	Ship VIA	F.O.B.	Terms				
			COD				
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount	
Remove existing grssy material	EACH	33,200.0	0.0	0.0	0.400	13,280.00	
furnish spread & install soil	EACH	138.0	0.0	0.0	98.000	13,524.00	
dumpster 20yd rolloff	EACH	6.0	0.0	0.0	425.000	2,550.00	
8-2-8 with root gel	SQFT	33,200.0	0.0	0.0	0.030	996.00	
Pallet of Floratam 400 sqft	P400	83.0	0.0	0.0	220.000	18,260.00	

We have inspected the above shipment of goods and accept it as satisfactory and we assume all responsibility for the care and treatment of the goods as of the date hereof. Buyer shall pay to seller responsible cost of collection of money due and unpaid including reasonable attorneys' fees. Buyer shall pay to seller a service charge of 1.5% per month on overdue, unpaid balance in addition to maximum legal interest. The venue for any legal action will be in Lake County Florida

Sign \_\_\_\_\_ Date \_\_\_\_\_

Net Order: 48,610.00  
 Less Discount: 0.00  
 Freight: 0.00  
 Sales Tax: 0.00  
**Order Total: 48,610.00**

Quote



Lake Jem Farms, LLC  
 862 S. Duncan Dr.  
 Tavares, FL 32778  
 (352) 383-7196

Order Number: 0122976  
 Order Date: 12/2/2022  
 Ship Date: 8/27/2025  
 Salesperson: SM  
 Customer Number: 00-CITSAN

**Sold To:**  
 City of Sanford  
 Finance Department  
 PO Box 1788  
 Sanford, FL 32772  
**Confirm To:**  
 Robert Beall 407 314 8311

**Ship To:**  
 City of Sanford  
 Riverwalk 1-4  
 300 north park ave  
 Sanford, FL 32772

Customer P.O.	Ship VIA	F.O.B.	Terms			
			COD			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
Remove existing grssy material	EACH	31,600.0	0.0	0.0	0.400	12,640.00
furnish spread & install soil	EACH	138.0	0.0	0.0	98.000	13,524.00
dumpster 20yd rolloff	EACH	5.0	0.0	0.0	425.000	2,125.00
8-2-8 with root gel	SQFT	31,600.0	0.0	0.0	0.030	948.00
Pallet of Floratam 400 sqft	P400	79.0	0.0	0.0	220.000	17,380.00

We have inspected tthe above shipmentt of goods and acceptt it as sattsfactory and we assume all responsibillity for tthe care and ttreatmentt of tthe goods as of tthe datte here. Buyer shall pay tto seller responsible costt of collectton of money due and unpaid including reasonable attorneys' fees. Buyer shall pay tto seller a service charge of 1.5 % per montht on overdue, unpaid balance in additton tto maximum legal interestt. The venue for any legal actton will be in Lake County Florida

Sign \_\_\_\_\_ Datte \_\_\_\_\_

Net Order: 46,617.00  
 Less Discount: 0.00  
 Freight: 0.00  
 Sales Tax: 0.00  
**Order Total: 46,617.00**

Quote



Lake Jem Farms, LLC  
 862 S. Duncan Dr.  
 Tavares, FL 32778  
 (352) 383-7196

Order Number: 0122977  
 Order Date: 12/2/2022  
 Ship Date: 8/27/2025  
 Salesperson: SM  
 Customer Number: 00-CITSAN

**Sold To:**  
 City of Sanford  
 Finance Department  
 PO Box 1788  
 Sanford, FL 32772  
**Confirm To:**  
 Robert Beall 407 314 8311

**Ship To:**  
 City of Sanford  
 Riverwalk 5-10  
 300 north park ave  
 Sanford, FL 32772

Customer P.O.	Ship VIA	F.O.B.	Terms				
			COD				
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount	
Remove existing grssy material	EACH	94,000.0	0.0	0.0	0.400	37,600.00	
furnish spread & install soil	EACH	138.0	0.0	0.0	98.000	13,524.00	
dumpster 20yd rolloff	EACH	15.0	0.0	0.0	425.000	6,375.00	
8-2-8 with root gel	SQFT	94,000.0	0.0	0.0	0.030	2,820.00	
Pallet of Floratam 400 sqft	P400	235.0	0.0	0.0	220.000	51,700.00	

We have inspected the above shipment of goods and accept it as satisfactory and we assume all responsibility for the care and treatment of the goods as of the date hereof. Buyer shall pay to seller responsible cost of collection of money due and unpaid including reasonable attorneys' fees. Buyer shall pay to seller a service charge of 1.5% per month on overdue, unpaid balance in addition to maximum legal interest. The venue for any legal action will be in Lake County Florida

Sign \_\_\_\_\_ Date \_\_\_\_\_

Net Order: 112,019.00  
 Less Discount: 0.00  
 Freight: 0.00  
 Sales Tax: 0.00  
**Order Total: 112,019.00**

Quote



Lake Jem Farms, LLC  
 862 S. Duncan Dr.  
 Tavares, FL 32778  
 (352) 383-7196

Order Number: 0122988  
 Order Date: 12/2/2022  
 Ship Date: 8/27/2025  
 Salesperson: SM  
 Customer Number: 00-CITSAN

**Sold To:**  
 City of Sanford  
 Finance Department  
 PO Box 1788  
 Sanford, FL 32772  
**Confirm To:**  
 Robert Beall 407 314 8311

**Ship To:**  
 City of Sanford  
 Riverwalk 11-13  
 300 north park ave  
 Sanford, FL 32772

Customer P.O.	Ship VIA	F.O.B.	Terms			
			COD			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
Remove existing grssy material	EACH	34,000.0	0.0	0.0	0.400	13,600.00
furnish spread & install soil	EACH	138.0	0.0	0.0	98.000	13,524.00
dumpster 20yd rolloff	EACH	6.0	0.0	0.0	425.000	2,550.00
8-2-8 with root gel	SQFT	34,000.0	0.0	0.0	0.030	1,020.00
Pallet of Floratam 400 sqft	P400	85.0	0.0	0.0	220.000	18,700.00

We have inspected the above shipment of goods and accept it as satisfactory and we assume all responsibility for the care and treatment of the goods as of the date hereof. Buyer shall pay to seller responsible cost of collection of money due and unpaid including reasonable attorneys' fees. Buyer shall pay to seller a service charge of 1.5% per month on overdue, unpaid balance in addition to maximum legal interest. The venue for any legal action will be in Lake County Florida

Sign \_\_\_\_\_ Date \_\_\_\_\_

Net Order: 49,394.00  
 Less Discount: 0.00  
 Freight: 0.00  
 Sales Tax: 0.00  
**Order Total: 49,394.00**



Quote



Lake Jem Farms, LLC  
 862 S. Duncan Dr.  
 Tavares, FL 32778  
 (352) 383-7196

Order Number: 0122963  
 Order Date: 12/2/2022  
 Ship Date: 12/31/2022  
 Salesperson: SM  
 Customer Number: 00-CITSAN

**Sold To:**  
 City of Sanford  
 Finance Department  
 PO Box 1788  
 Sanford, FL 32772  
**Confirm To:**  
 Robert Beall 407 314 8311

**Ship To:**  
 City of Sanford  
 Veterans  
 300 north park ave  
 Sanford, FL 32772

Customer P.O.	Ship VIA	F.O.B.	Terms				
			COD				
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount	
Remove existing grssy material	EACH	17,600.0	0.0	0.0	0.400	7,040.00	
furnish spread & install soil	EACH	138.0	0.0	0.0	98.000	13,524.00	
dumpster 20yd rolloff	EACH	3.0	0.0	0.0	425.000	1,275.00	
8-2-8 with root gel	SQFT	17,600.0	0.0	0.0	0.030	528.00	
Pallet of Floratam 400 sqft	P400	44.0	0.0	0.0	220.000	9,680.00	

We have inspected the above shipment of goods and accept it as satisfactory and we assume all responsibility for the care and treatment of the goods as of the date hereof. Buyer shall pay to seller responsible cost of collection of money due and unpaid including reasonable attorneys' fees. Buyer shall pay to seller a service charge of 1.5% per month on overdue, unpaid balance in addition to maximum legal interest. The venue for any legal action will be in Lake County Florida

Sign \_\_\_\_\_ Date \_\_\_\_\_

Net Order: 32,047.00  
 Less Discount: 0.00  
 Freight: 0.00  
 Sales Tax: 0.00  
**Order Total: 32,047.00**

Quote



Lake Jem Farms, LLC  
 862 S. Duncan Dr.  
 Tavares, FL 32778  
 (352) 383-7196

Order Number: 0122989  
 Order Date: 12/2/2022  
 Ship Date: 8/27/2025  
 Salesperson: SM  
 Customer Number: 00-CITSAN

**Sold To:**  
 City of Sanford  
 Finance Department  
 PO Box 1788  
 Sanford, FL 32772  
**Confirm To:**  
 Robert Beall 407 314 8311

**Ship To:**  
 City of Sanford  
 Ft. Mellon Park  
 300 north park ave  
 Sanford, FL 32772

Customer P.O.	Ship VIA	F.O.B.	Terms			
			COD			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
Remove existing grssy material	EACH	86,800.0	0.0	0.0	0.400	34,720.00
furnish spread & install soil	EACH	138.0	0.0	0.0	98.000	13,524.00
dumpster 20yd rolloff	EACH	14.0	0.0	0.0	425.000	5,950.00
8-2-8 with root gel	SQFT	86,800.0	0.0	0.0	0.030	2,604.00
Pallet of Floratam 400 sqft	P400	217.0	0.0	0.0	220.000	47,740.00

We have inspected the above shipment of goods and accept it as satisfactory and we assume all responsibility for the care and treatment of the goods as of the date hereof. Buyer shall pay to seller responsible cost of collection of money due and unpaid including reasonable attorneys' fees. Buyer shall pay to seller a service charge of 1.5% per month on overdue, unpaid balance in addition to maximum legal interest. The venue for any legal action will be in Lake County Florida

Sign \_\_\_\_\_ Date \_\_\_\_\_

Net Order: 104,538.00  
 Less Discount: 0.00  
 Freight: 0.00  
 Sales Tax: 0.00  
**Order Total: 104,538.00**



CITY OF  
**SANFORD**  
FLORIDA



APPROVED

WS __ RM <u>X</u>
Item No. <u>B.L</u>

**CITY COMMISSION MEMORANDUM 22-297  
DECEMBER 12, 2022 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission  
**PREPARED BY:** Robert Beall, Operations Manager  
**SUBMITTED BY:** Norton N. Bonaparte, Jr., City Manager  
**SUBJECT:** Budget Amendment Resolution No. 2022-3098; Procurement of Services; Lake Jem Farms, LLC.

**STRATEGIC PRIORITIES:**

- Unify Downtown & the Waterfront
- Promote the City’s Distinct Culture
- Update Regulatory Framework
- Redevelop and Revitalize Disadvantaged Communities

**SYNOPSIS:**

Approval of Resolution No. 2022-3098, amending the City budget and the approval to procure the services of Lake Jem Farms, LLC are requested.

**FISCAL/STAFFING STATEMENT:**

Funds in the amount of \$425,664, requested and are available in the General Reserve Fund. Please note that FEMA’s general rule is to not reimburse for these funds.

**BACKGROUND:**

Lake Jem Farms, LLC of Tavares, Florida provides Turf, Sod and Landscape products throughout Central Florida. Their services are secured through a competitively bid procurement. The currently requested approval of work is to provide restoration services for over 300,000 square feet of turf damage along, Riverwalk, Veterans Memorial Park, and Ft. Mellon Park, the Sanford Marina and North Shore Park due to Hurricane Ian. The flooding and high winds caused erosion, contamination and the death of trees, landscaping and sod along the corridor.

The services of Lake Jem Farms, LLC were procured by means of piggybacking a Lake County Public Schools contract IFB 22-0804-B-YR through # PBA 22/22-215. The piggyback process is a program of cooperative bidding which may be used by public bodies, public entities and political subdivisions throughout the State and it satisfies all purchasing requirements applicable to the City. This process results in the procurement of goods and services at highly competitive pricing without the expenditure of City funds that would otherwise be directed by means of the highly time-intensive procurement processes and procedures that are necessitated by competitive bidding, etc.

The adoption of a budget amendment resolution and authorization to procure services are requested. The services will be procured in accordance with the City's Purchasing Policies and Procedures.

**LEGAL REVIEW:**

The Assistant City Attorney has reviewed the proposed Resolution and supporting documents, as well as the Request for Budget Amendment, and has no legal objection to proposed Resolution.

**RECOMMENDATION:**

City staff recommends that the City Commission approve Resolution No. 2022-3098, to amend the budget, and authorize procurement of needed services from Lake Jem Farms, LLC in an amount not to exceed \$425,664.

**SUGGESTED MOTION:**

"I move to approve Resolution No. 2022-3098 and approve the proposed procurement of services from Lake Jem Farms, LLC in an amount not to exceed \$425,664."

- Attachments:
- (1). Budget Amendment Resolution No. 2022-3098.
  - (2). Piggyback Contract (PBA # 22/23-215).
  - (3). IFB 22-0804-B-YR
  - (4). Lake Jem Farms proposal
  - (5). Spreadsheet of Damage